

LICHFIELD CITY COUNCIL

# Event Application Form



Name of Event	
Event Location	
Event Date(s)	

## The hirer / organiser details

Name of Organisation	
Event Organiser/s	
Contact Address	
Postcode	
Telephone Number (Daytime)	
Telephone Number (Evening)	
Telephone Number (Mobile)	
Email Address	
Event Public Enquiries Number	
Event Website Address	
Emergency Contact Number (During Event)	

## Event Details

Description of Proposed Event	
Dates and times of event (from first person on site, to last person off site including setting up and dismantling).	
Dates and times your event will be open to the public	
Date / time site to be vacated after the event	
Is the Event Free of Charge? If not, what are the Admission Prices?	
Nature of Event	<p>Please tick all boxes which apply)</p> <p>Charity event☆ <input type="checkbox"/></p> <p>Fund raising event <input type="checkbox"/></p> <p>Community event <input type="checkbox"/></p> <p>Non-Commercial <input type="checkbox"/></p> <p>Commercial event <input type="checkbox"/></p>
☆ For charity events – Name of Charity	

Charity Registration Number	
Will <b>all</b> income raised go to the charity concerned? If NO, please give details	
Approximate number of people expected to attend	
Please provide details of the number, weight and size of delivery vehicles and / or participating vehicles, and whether they intend to remain in site overnight.	
What arrangements will be made for parking of vehicles for staff/public	

Do you intend to use or permit any of the following as part of the event?  
Please tick the appropriate boxes (some will not be permitted at all sites).

- |                                   |                          |                           |                          |
|-----------------------------------|--------------------------|---------------------------|--------------------------|
| Fireworks / Pyrotechnics*         | <input type="checkbox"/> | Live Music ***            | <input type="checkbox"/> |
| Carnival / Procession             | <input type="checkbox"/> | Live entertainment** *    | <input type="checkbox"/> |
| Fairground equipment*             | <input type="checkbox"/> | Display arena*            | <input type="checkbox"/> |
| Inflatables (e.g. bouncy castles) | <input type="checkbox"/> | Barriers / fencing        | <input type="checkbox"/> |
| Aircraft*                         | <input type="checkbox"/> | Lost children point       | <input type="checkbox"/> |
| Balloon Launch                    | <input type="checkbox"/> | Marquees*                 | <input type="checkbox"/> |
| Hot air balloons                  | <input type="checkbox"/> | Portable Toilets          | <input type="checkbox"/> |
| Motor cycles*                     | <input type="checkbox"/> | Alcohol**                 | <input type="checkbox"/> |
| Motor Vehicles*                   | <input type="checkbox"/> | Catering outlets          | <input type="checkbox"/> |
| Coconut shy                       | <input type="checkbox"/> | Stalls / stands           | <input type="checkbox"/> |
| Portable staging                  | <input type="checkbox"/> | Re-enactment groups**     | <input type="checkbox"/> |
| PA System** *                     | <input type="checkbox"/> | Private security company♦ | <input type="checkbox"/> |
| Horses / donkeys*                 | <input type="checkbox"/> | Marshalls / stewards      | <input type="checkbox"/> |
| Other animals*                    | <input type="checkbox"/> | Please specify .....      |                          |

- \*\* A Premises Licences may be required - contact Licensing on 01543 308073.
- ◆ If a security firm or external contractor is used, we require a copy of their code of practice/risk assessment for the event.
- \* Please contact Environmental Health Services on 01543 308725 to discuss noise mitigation methods/licensing and provide details below.

<p>You will be required to ensure that the toilet facilities are adequate. Please submit details of your proposals to include method of disposal and if toilets are hired, the name and address of the hire company:</p>	
<p>Please state how you will maintain the area free of litter and refuse:</p>	

Note:

- The event organiser should ensure that the site is regularly litter-picked during the event and at the end of each day to ensure that the Council's obligations under the Environmental Protection Act 1990. If the event organiser fails to do so the Council reserves the right to carry out the works in default and charge the event organiser the cost incurred.
- It is the event organiser's responsibility to arrange removal of all rubbish from the site. You will not be permitted to use any Council skip/litter bins etc. for disposal.
- Where permanent catering facilities are available in the vicinity of the site where the event will take place, the organisers must advise the caterers at least one month before the event takes place of the refreshments they will be providing.
- It is the event organiser's responsibility to ensure that no nuisance (e.g. noise, waste accumulations or pollutant) is caused as a result of any activity on the site. The Council reserves the write to require the organiser's to cease any such activity forthwith and to charge the event organiser's for any costs incurred in dealing with any such nuisance

## Insurance

Event Organisers must hold a current policy of Insurance in respect of Public Liability or Third Party risks (including products' liability where appropriate) of not less than £5 million. The Council reserves the right to require a higher limit if deemed necessary.

Organisers will be required to produce evidence that they have obtained similar evidence of cover from any exhibitor, band/dance group, sub-contractor, caterer etc. whom they have instructed/authorised to appear at the event.

All incidents and accidents which occur during the hire period must be reported to the City Council immediately and confirmed in writing within 7 days.

## Emergency Services

You should notify the Police and other Emergency Services as appropriate.

Please indicate any contacts made:

Police	<input type="checkbox"/>	_____
Ambulance Service	<input type="checkbox"/>	_____
St John Ambulance	<input type="checkbox"/>	_____
Red Cross	<input type="checkbox"/>	_____
Fire	<input type="checkbox"/>	_____
Other	<input type="checkbox"/>	_____

Please supply details of the first aid cover to be provided:	
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## Other Requirements

Where appropriate a detailed site plan showing the positions of stalls, marquees, arena, exhibition units, car parking etc. and list of programme items is required. In respect of races etc. a detailed route plan to also show the location of route marshals, must be provided.

**Note: Event Booking form to be received at least 2 months prior to the event with all remaining documentation to be received at least 28 days before the Event. Failure to comply will result in the Council charging additional administration fees or refusing to grant permission for the holding of the event.**

If permission is granted for the event, you hereby agree to comply with the conditions set out in this form and conditions and all reasonable instructions given by all authorised Officers of the Council.

You must now read through the terms and conditions of hire and sign the document on the final page. Upon completion please return the form, together with all supporting documentation to the City Council Offices, Donegal House, Bore St, Lichfield WS13 6LU.

**Please note additional charges shall apply in the case of council officers  
needing to chase documentation to finalise booking.**

## **Conditions of Hire**

**Users of the area and its facilities are subject to the following rules and to certain standard conditions incorporated in the hiring agreement.**

### **1 Definitions**

In these conditions the following expressions shall be interpreted as follows:

- 1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” means the Lichfield City Council and includes its successors in title.
- 1.3 “Due Date” means 28 days prior to the date of the Event.
- 1.4 “Event” means the purpose for which the Venue has been booked.
- 1.5 “Hirer” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and the Hirer may not transfer or sublet this consent to any other person or organisation.
- 1.6 “Venue” means the location booked for the event [shown edged in red on attached plan] including the immediate surrounding area open to the public.

### **2 Payment**

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
- 2.2 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the hire charge for the event.

### **3 Deposit**

A deposit may be requested which would have to be paid to the Council 28 days prior to the Event which will be forfeited in the event of any damage or loss to the Venue, [or loss of keys in respect of removable bollards etc.] or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

### **4 Refusal of Booking and Cancellation**

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 4.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council.
- 4.4 On cancellation of the booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Director of Culture and Leisure Services to vary this provision in appropriate cases.
- 4.5 Hirers who do not take up their commitment for any reason or fail to notify the Manager in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.
- 4.6 Substitution and amendments of the nature of the booking must be notified in writing to the Council who reserves the right either to cancel the booking or amend the hire fee

as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.

- 4.7 The Council accepts no responsibility for the non-arrival by the Due Date of application forms, remittances or cancellations.

## **5 Emergencies**

The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.

## **6 Use of the Venue**

All applications for the above facilities must be made in writing. In all cases the application form should be returned duly signed and completed at least 2 months prior to the date of hiring.

- 6.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged.
- 6.2 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer.
- 6.3 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not.
- 6.4 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.5 If the Hirer fails to perform any of its obligations set out in Clauses 6.1: 6.2 and 6.3 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such shall be borne by the Hirer.
- 6.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 6.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.8 The Hirer shall not be permitted to remove or obscure Council notices or placards.
- 6.10 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
- 6.12 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 6.13 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue. Visitors or members of the public will not be allowed to park or drive on any part of the venue without prior permission.
- 6.15 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.16 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication Fairgrounds and Amusement Parks – Guidance on Safe Practice published by the Health and Safety Executive, and all other statutory requirements.

- 6.17 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area.
- 6.18 The Council reserves the right to require the Hirer to provide at his own expense temporary sanitary accommodation such as deemed reasonable by the Council.
- 6.19 The sale or consumption of alcoholic drinks is strictly prohibited, unless otherwise agreed in writing by the Council.
- 6.20 The Hirer will not allow at the Event any performance or entertainment in which animals are or might be involved.
- 6.21 The Hirer will not permit the operation or release of any high flying object without the prior written consent of the Council and the Civil Aviation Authority.
- 6.22 It is the responsibility of the Hirer to liaise with the Council and Staffordshire Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and Staffordshire Police regarding traffic management.
- 6.23 The Hirer agrees that where the Venue is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 6.24 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the prior written consent of the Council.
- 6.25 The Hirer shall obtain approval from the Council for the use of generators at the Event and must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 6.26 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 6.27 The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of clause 6.17. Any necessary licences must be clarified with the Authority.
- 6.28 The Hirer shall repay to the Council on demand the cost of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.

## **7 Right of Entry**

- 7.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

## **8 Assignment**

The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.

## **9 Prohibition**

The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council.



## **10 Advertisements**

- 11.1 No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been made on payment of the hire charge.
- 11.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

## **12 Fly Posting**

- 12.1 No advertising material is to be displayed anywhere on the Venue or elsewhere in the City unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.
- 12.2 A deposit may be required as a security against the occurrence of fly posting which must be received at least 28 days prior to the Event. The deposit will be forfeited either in whole or in part depending on the extent to which the anti-flyposting provisions are complied with.

## **13 Permits and Licences**

- 13.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 13.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 13.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence (e.g. Premises Licence), permit and/or licences or consent issued in respect of the Venue.

## **14 Health and Safety**

- 14.1 The Hirer agrees to undertake a Risk Assessment for the event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the event and while preparing and clearing the Venue for the event.
- 14.2 The Hirer will be required to produce evidence of the existence of risk assessments as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer etc which the Hirer has instructed or authorised to appear at the event.
- 14.3 The Hirer shall inform the Council of any accidents or serious incidents immediately, which occur during the tenure of the event.

## **15 Indemnity and Insurance**

- 15.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the Venue.
- 15.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 15.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.
- 15.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance.

15.5 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, subcontractor, caterer which the Hirer has instructed or authorised to appear at the event.

15.6 Failure to provide proof of insurance cover as required under clauses 15.4 and 15.5 prior to the Due Date will lead to cancellation of the Event.

**16 Catering**

All catering and licensing arrangements must be made through the Council and no Hirer may undertake their own catering in the Venue except with the prior written consent of the Council.

**17 Traders**

No commercial traders will be permitted to trade at the Event [without the prior written consent of the Council].

**18 Collections or Lotteries**

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council.

**19 Property not removed**

The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which, shall be the Council's.

**20 Variations to Agreement**

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

**Please complete the following declaration and return with application form.**

*I (name)* .....

*on behalf of* ... ..

*have read and understood these conditions and agree to be bound by them, as part of my position as*

.....

Signed .....

Dated .....