



Portsmouth
CITY COUNCIL

Terms and Conditions for Holding an Event

on Portsmouth City Council Land

www.portsmouth.gov.uk

1. Definitions

1.1 Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.

"**Conditions**" means these terms and conditions which shall form part of the contract between the Council and the Event Organiser.

"**Council**" means Portsmouth City Council.

"**Due Date**" means four weeks following written permission being issued by the Council to the Event Organiser authorising the use of the Venue for the Event. The Council may, in exceptional circumstances and at their sole discretion, lengthen the Due Date.

"**Event**" means the purpose for which the venue has been booked.

"**Event Organiser**" means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below and their agent(s) involved with the Event. This booking is personal to the Event Organiser and may not be transferred to a third party in any way.

"**Force Majeure Event**" war, natural flood, exceptionally adverse weather conditions, strike or lockout (other than a strike or lock-out which is limited to the Event Organiser's Representatives), civil disorder, Act of God, power cuts or delays or other wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided;"

"**Hiring Fee**" means the charges payable to the Council by the Event Organiser as set out in the Event Application Form including, where the context so permits, any refundable deposit. Cancellation of the Event by the Event Organiser will not result in the Hiring Fee being returned to the Event Organiser.

"**Law**" Any applicable statute or any delegated or subordinate legislation, any enforceable community rights within the meaning of section 2 of the European Communities Act 1972, duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Contractor is bound to comply including the Council's rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;

"**Permission**" means granting the Event Organiser permission to hold the Event as stated in the Event Application Form at the Venue specified in the application.

"**Portsmouth Events Safety Advisory Group**" means the group comprising representatives of relevant statutory authorities and other organisations that provide specialist advice to the Council to help it discharge its functions under public events legislation.

"**Prohibited Act**"

corruptly offering, giving or agreeing to give to any person an inducement or reward in respect of this or any other Council contract (even if the Contractor does not know this has been done);
showing or forbearing to show favour or disfavour to any person in relation to this Contract or any other Contract with the Council;
committing any offence under the Bribery Act 2010; or
committing an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

"**Venue**" means the site identified in the Event Application form within the Council has authorized the holding of the Event.

2. Payment

- 2.1 Payment of the Hiring Fee shall be made in full on receipt of invoice prior to the Due Date. If payment is not received by the Due Date, the Council shall have the right to revoke the permission for the event.
- 2.2 In addition to the Hiring Fee the Event Organiser shall be liable for the full amount of any charges the Council may reasonably levy for the provision of any services made available by the Council at the Event Organiser's request, e.g. electricity, water, marking of pitches, loaning or hiring of equipment etc. over and above the Hiring Fee.
- 2.3 If you are using music on public land the Event Organiser is responsible to have the appropriate Music Licenses in place prior to the event.

3. Deposit

- 3.1 Where the permission requires the payment of a deposit, it shall be paid to the Council **six weeks prior to the event** and will be forfeited in the event of any damage or loss to the Venue or to other property of the Council or for which the Council is responsible which may have been damaged by the event attendees/members of the public or the Event Organiser or may be held as security against any necessary reinstatement works. The Event Organiser shall, in any event, be liable for the full cost of making good any damage, and shall pay any amount so due in excess of the deposit on demand by the Council.

4. Cancellation

- 4.1 The Council may, by written notice with immediate effect, revoke Permission for the Event at any time if the Event Organiser:
- 4.1.1 commits a breach of any of its obligations under the Terms & Conditions of Hire which materially and adversely affects the performance of the Event
- 4.1.2 fails to pay the Hiring Fee prior to the Due Date under clause 2 (Payment)
- 4.1.3 breaches any of its obligations under clause 16 (Insurance)
- 4.1.4 breaches any of its obligations under clause 6.18 (Restricted Use)
- 4.1.5 makes an assignment of the Terms & Conditions of Hire in breach of clause 9 (Assignment)
- 4.1.6 breaches any of its obligations under clause 15 (Health & Safety) including any other applicable Law relating to Health & Safety
- 4.1.7 breaches any of its obligations under clause 21 (Protection of Children and vulnerable adults)
- 4.1.8 commits a breach that results in material damage to the reputation of the Council;
- 4.1.9 commits a Prohibited Act
- 4.2 Where Permission for the Event has been revoked under clause 4.1 the Council

shall not be liable to refund any Hiring Fee already paid to the Council and shall not be liable for any expenses incurred or losses whatsoever or howsoever sustained by the Event organiser as a result of the cancellation.

4.3 Cancellation by the Event Organiser of the event for which permission has been granted shall be in writing and the effective date on which the notice shall be deemed to have been served shall be:

4.3.1 in the case of an Email sent on a working day, on the same day;

4.3.2 in the case of an Email sent on a non-working day, on the next working day;

4.3.3 if sent by post, on the third working day after posting.

4.4 On cancellation or postponement of the Event by the Event Organiser following the raising of an invoice for payment, the Event Organiser shall be liable to the Council for the whole of the Hiring Fee together with any additional expenses incurred by the Council in connection with the Event or Permission.

5. Force Majeure

5.1 Any refund of the Hiring Fee in such circumstances shall be at the Council's discretion.

6. Use of a Venue

6.1 Access and Egress

6.1.1 The Event Organiser shall ensure that every point of access and egress from the public highway to and from the Venue shall be staffed by responsible personnel continuously while the Event is taking place.

6.1.2 The Event Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue unless any closure notices are previously agreed in writing by the Council.

6.2 Animals, Fish and Livestock

6.2.1 The sale of animals, fish or livestock at any Council Venue is strictly prohibited.

6.2.2 The show/ display / utilisation of animals, fish or livestock at any Council Venue is not permitted without prior written consent of the Council.

6.2.3 Any events that show/ display/ utilise animals, fish or livestock without written consent may be closed down with immediate effect.

6.2.4 Any events that show/ display / utilise animals, fish or livestock with prior written consent shall be subject to inspection by animal welfare organisations and representatives of the Council.

6.2.5 The use of any living creature as a prize at any Council Venue is not permitted.

6.2.6 Any event that includes captive, endangered or wild animals is strictly prohibited.

- 6.2.7 Any circus that includes any animals, with the exception of horses and dogs, is not permitted to take place at any Council Venue.
- 6.2.8 Any mobile petting zoos, static exhibitions or sale of animals (which includes invertebrates, reptiles and fish, excluding working animals) is not permitted to take place at any Council Venue. Exceptions can apply where the main role of the venue is for educational or conservation purposes and it can be demonstrated that all appropriate measures have been put in place to safeguard the well-being of the animals, invertebrates and insects on display there.
- 6.2.9 Only domestic or working animals performing at an event and/or circus will be permitted to be kept on site, with the exception of domestic pets of members of the circus.
- 6.2.10 The Council's approach on animal involvement shall not restrict pets as therapy sessions in care homes, dog walking, animal grooming or dog shows at a Council Venue City, provided that animal welfare is appropriately maintained by those managing the activity.

6.3 Broadcasting and Television

- 6.3.1 The Event Organiser shall not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any such kind of the Event during the period of hire without the prior written consent of the Council. If such consent is given, the council reserves the right to be party to any negotiations and the terms and conditions of any income and publicity derived therefrom.

6.4 Closing time

- 6.4.1 The Event shall finish by 1800 hrs unless alternative arrangements have been agreed between the Event Organiser and the Council and have been confirmed in writing by the Council.

6.5 Damage to the Venue, Equipment or Other Property

- 6.5.1 The Event Organiser shall at all times take good care of the Venue and shall be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council which may have been damaged by the event attendees/members of the public or the Event Organiser whether forming part of the hire/use or not.
- 6.5.2 The property of the Event Organiser and the Event Organiser's agents shall be removed at the end of the period of the Permission or by a time and date to be agreed with the Council. In the event the property is not removed at the agreed time and date, the Council reserve the right to remove any property of the Event Organiser or the Event Organiser's agents and recover the full cost of the removal from the Event Organiser.
- 6.5.3 The Council accepts no responsibility for any property left on the Venue before, during or after the period of Permission.

6.6 Excavation

- 6.6.1 The Event Organiser shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.

6.7 Flying

- 6.7.1 The Event organiser shall not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and any other relevant body.
- 6.7.2 Pleasure Flights, helicopter and balloon landings/ take-offs and parachute landings shall not be permitted without written consent from the Council, the Civil Aviation Authority and any other relevant body.
- 6.7.3 Drone flights, landings and take off must follow CAA regulations and guidelines at all times. Any drone flights, landings, take off and filming shall not be permitted without prior written consent of the Council, the Civil Aviation Authority and any other relevant body.

6.8 Fixing to Street/Park Furniture

- 6.8.1 The Event Organiser shall not interfere with or attach anything to any item of street, open space or parks furniture without written consent from the Council.

6.9 Generators

- 6.9.1 Generators the Event Organiser shall not obtain, use or permit the use of generators at the Event without the prior written approval of the Council. If such approval shall be granted the Event Organiser must ensure that any generators permitted at the Event are operated in a safe manner, where possible not petrol driven, are segregated from the public and are protected by suitable covers or barriers, so as to prevent access to this equipment by members of the public, and be suitably maintained in accordance with manufacturer's instructions.

6.10 Ground Reinstatement

- 6.10.1 The Event Organiser shall repay to the Council on demand the cost, as certified by the Council, 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 use by the Event Organiser. The Council's assessment of costs in relation to any damage, destruction, theft or removal and/or loss shall be final. If the Event Organiser disputes the Council's decision, photographic evidence will be required to prove that the required reinstatement was not as a result of the event

6.11 Licensed Bars

- 6.11.1 The sale or consumption of alcoholic drinks at the Venue is strictly prohibited without authorisation having first been obtained.

6.12 Litter and Waste Disposal

- 6.12.1 The Event Organiser shall keep the Venue clean and tidy and shall ensure that the venue is regularly litter picked during the Event. The Event Organiser shall further ensure that the Council's obligations under the Environmental Protection Act 1990 Code of Practice on Litter and Refuse is discharged. Trade waste documentation should be

retained for 2 years.

6.12.2 All litter and refuse generated by the Event shall be removed from the Venue by the Event Organiser in accordance with the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse.

6.12.3 The Event Organiser shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or at the Venue.

6.13 **Failure to Comply**

6.13.1 If the Event Organiser fails to perform any of their obligations set out within these terms and conditions the Council shall have the right to carry out any activity itself to right such failure and any costs incurred by the Council in the performance of such activities shall be borne in full by the Event Organiser. The Council's assessment of the costs incurred in the performance of such activities shall be final.

6.14 **Managing the Event**

6.14.1 The Event Organiser shall be responsible for the administration, organisation and operation of the Event and for having competent personnel to fulfil this Condition.

6.14.2 All staff employed by, contracted with or used by the Event Organiser in the administration, organisation and operation of the Event will possess all necessary licenses, permissions and qualifications where applicable. The Event Organiser shall be responsible for the supervision and control of all personnel, participants and members of the public attending and seeking to access the Event.

6.14.3 The Event Organiser shall be responsible for meeting all necessary Health and Safety legislation, procedures, guidelines and conditions.

6.15 **Night Illumination**

6.15.1 Where the Venue is to be used after sunset the Event Organiser will provide appropriate lighting to cover all areas to which Event Management Staff and the public are admitted or have access.

6.15.2 The Event Organiser shall take steps to ensure that light nuisance will not be caused to occupiers of neighbouring properties or users of the immediate surrounding area.

6.16 **Noise, Unreasonable Disturbance and Public Address**

6.16.1 The Event Organiser shall take steps to ensure that noise and unreasonable disturbance will not be caused to occupiers of neighbouring properties or users of the immediate surrounding area.

6.16.2 The use of any public address system at the Event shall be first agreed in writing by the Council and must be operated so as not to cause a breach of The Sound Policy.

6.16.3 Where appropriate the Event Organiser will be asked to provide details of how sound

levels will be managed during the event, to demonstrate compliance with condition 6.16.1, and produce written evidence of this to the Council upon request.

6.16.4 All events that include recorded music and/or a PA system will require the Event Organiser to undertake noise monitoring of their event in accordance with the Council's noise guidance for open air events. Monitoring forms may be supplied by the events team for events in certain locations (i.e. Southsea Common and Castle Fields) and these completed forms must be returned to the Events Team within 15 working days following the event.

6.17 **Licensable Activities**

6.17.1 No licensable activities shall take place at any Event without the relevant License having been obtained from the Licensing Authority.

6.18 **Restricted Use**

6.18.1 The Event Organiser shall not use the Venue for any purpose other than what is stated in the Council's Event Application Form and for which permission has been granted.

6.18.2 The Event Organiser shall not sub-let the Venue.

6.18.3 The Event Organiser will not use or allow the Venue to be used for any unlawful purpose or in any unlawful way nor do anything to bring into or onto the venue anything that may endanger the same or any insurance policies in respect thereof.

6.18.4 The Event Organiser must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue.

6.18.5 The Event Organiser shall not bring in, 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.

6.18.6 The Event Organiser shall not use the Venue to promote extreme views or any other activity which may bring the Council's reputation into disrepute.

6.19 **Vehicle Movement**

6.19.1 The Event Organiser shall ensure that vehicles are not parked or driven across any public footpath located within the Venue without written consent from the Council.

6.19.2 The Event Organiser will ensure that any vehicles used during the setting up and breaking down of the Event do not pose a threat to the health and safety of pedestrians and / or other vehicles and that on-site vehicular movement shall cease during the Event itself. Only foot escorted essential vehicle movement during the Event shall be permitted except for Council-directed vehicles and emergency vehicles.

6.19.3 All on-site vehicle movement shall operate at 5 mph or slower with operational hazard warning lights turned on.

6.20 **Venue Layout**

- 6.20.1 The Event Organiser shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.20.2 The Event Organiser shall prepare a detailed and scaled site plan of the proposed Event, showing the layout of the main features of the Event and submit this to the Council no later than **six weeks prior to the Event**. The site plan shall reflect the guidance, best practice, requirements and legislation contained within the Health and Safety Executive publication 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' otherwise known as the 'Purple Guide'. If any live music and/or PA systems are used then you must include in your site plan the location and orientation of any/ all speakers.
- 6.20.3 Any events that require road closures need to be submitted no later than twelve weeks prior to the Event as per clause 26.
- 6.20.4 Failure of the Event Organiser to provide an appropriate site plan within the above timeframe as required to the Council under these terms and conditions shall lead to cancellation of any Permission granted. In this instance, the repayment Conditions contained within Clause 4.1 of these terms and conditions will apply.

6.21 Balloon Releases and Chinese Lanterns

- 6.21.1 In an attempt to protect the environment and wildlife and to prevent any damage from fire, the release of balloons and Chinese Lanterns are prohibited from Portsmouth City Council land, including schools where they agree. The Council would advise you to consider other methods of fundraising or for marking an occasion. For further advice contact www.nabas.co.uk/balloon/html

7. Auctions

- 7.1 Auctions shall not be permitted at the Event without the prior written consent of the Council

8. Advertising and Sponsorship

- 8.1 The Event Organiser shall undertake all advertising and posting / placing of publicity material and shall restrict this activity only to sites where it is authorised. The written consent of the Council shall be obtained **at least four weeks prior to the Event** for permission to use the Venue for commercial advertising.
- 8.2 The Council reserves the right to revoke Permission at any time and without warning should any sponsor, advertiser, supporter or other third party bring the reputation of the Council into disrepute being associated with the Event. The Council's judgement under this clause shall be final and in this instance, the repayment Conditions contained within clause 4.1 of these Conditions shall apply.

Please refer to Portsmouth City Council's Advertising and Sponsorship Policy, which can be found on: <https://www.portsmouth.gov.uk/services/business/business-with-the-council/advertise-with-portsmouth-city-council/>

- 8.3 No advertising material is to be displayed anywhere on the Venue or elsewhere within the City of Portsmouth unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) (England) Regulations 2007 and the Council.
- 8.4 Any contravention of the Town and Country Planning (Control of Advertisements)

(England) Regulations 2007 or any amendments or variation thereto shall cause the cancellation of any Permission or Licence and of any similar permissions granted to the Event Organiser by the Council. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Event Organiser shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

9. Subletting and Leasing

9.1 The Event Organiser shall not assign the benefit or burden of any part of the rights granted by the Council or sublet or subcontract any part of the Venue without the prior written consent of the Council.

10. Car Boot Trading

10.1 Car Boot trading and Table Top trading shall not be permitted at the Event without the prior written consent of the Council.

11. Catering

11.1 All caterers at the event shall comply with current food safety legislation and any other documentation requirements. Environmental health officers from the Public Protection Service will regularly inspect food business/caterers attending these events. Should you require any related advice/ information please contact 023 9283 4092.

12. Collection or Lotteries

12.1 Collections, games of chance, sweep stakes, lotteries or betting of any kind shall only be permitted subject to a Licence being approved and received by the Council.

13. Control of Dangerous / Offensive Material

13.1 The Event Organiser shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or any oil, electrical, gas or other apparatus without the written approval of the Council.

14. Funfairs

14.1 Funfairs and electrically driven pleasure rides for small children (ie classified for insurance purposes as 'juvenile') shall not be permitted at the Event without the prior consent of the Council.

14.2 Where the Council has agreed that the Venue shall be used for a funfair and / or electrically driven pleasure rides for small children (i.e. classified for insurance purposes as 'Juvenile'), the Event Organiser shall supply full details of all side shows and rides **six weeks prior to the Event** and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication 'Fairground and Amusement Parks - Guidance on Safe Practice' published by the Health and Safety Executive, as well

as complying with all other statutory requirements.

15. Health and Safety

- 15.1 Event Organisers have a legal responsibility to ensure the Health, Safety and Welfare of any members of the public, and visitors attending the event as well as participants, employees, volunteer helpers, contractors and/ or other third parties involved in staging and managing the Event.
- 15.2 Risk Assessments and Method Statement. The Event Organiser shall undertake a Risk Assessment and produce relevant Method Statements for the whole Event and shall ensure that all participants and operational personnel comply with all relevant Health and Safety legislation or any other guidelines, relevant thereto at all times during the Event and whilst setting up and breaking down the Venue for the Event.
- 15.3 The Event Organiser will provide the Council with copies of all relevant Risk Assessments and Method Statements no later than **six weeks prior to the event**. Failure of the Event Organiser to provide Risk Assessments and Method Statements as required to the Council under these terms and conditions shall lead to cancellation of any permission granted. In this instance, the repayment Conditions contained within clause 4.1 of these terms and conditions shall apply.
- 15.4 All hazards and risks associated with the Event shall be identified, the level of risk assessed and appropriate action taken to eliminate or reduce risks to an acceptable level. All Events shall comply with all associated Health and Safety legislation, guidelines and standards and it is the Event Organiser's responsibility to ensure that this condition is met.
- 15.5 The Event Organiser shall retain copies of all Risk Assessments and relevant Method Statements for at least three years following the event.
- 15.6 If an accident occurs the Event Organiser must provide copies of the risk assessment/method statement/first aid or accident report to the Council within seven (7) days.
- 15.7 If an accident occurs the Event Organiser shall keep records of risk assessments/method statements/accident reports where appropriate as follows: In the case of a child under the age of eighteen (18) years for a period of three (3) years from the date of their 18th birthday.
 - 15.7.1 in the case of an adult, for a period of six (6) years
- 15.8 Where the event consists of more than one activity a written Risk Assessment shall be required for each.
- 15.9 The Event Organiser shall ensure that all contractors involved in the Event shall carry out their own Risk Assessments and relevant Method Statements. The Event Organiser shall obtain copies of these Risk Assessments and Method Statements and retain them with their own records for at least three years following the Event.
- 15.10 The Event Organiser shall comply and ensure its Representatives comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons.

15.11 Whilst on Council premises the Event Organiser shall ensure that its Representatives observe any local arrangements for fire, hygiene, safety and security, and shall comply with the lawful requirements of the Council.

16. Indemnities and Insurance

16.1 The Event Organiser shall indemnify and keep indemnified the Council against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation;

16.1.1 any claim by a third party for damage occurring as a result of the Event

16.1.2 any breach of Law

16.1.3 any claim arising from any incident which occurs in the Venue during the set up, the event itself or during the breakdown of the Event or caused by any person(s) engaged by or assisting the Event Organiser or attending the Event.

16.1.4 to the extent that any such loss or claim is due to the breach of the terms and conditions, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or sub-contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by the Council or its Representatives (excluding the Contractor)

16.2 Subject to clause 16.3, the Event Organiser acknowledges that the Council and its Representatives shall not be liable to the Event Organiser in contract, tort (including negligence or breach of statutory duty), statute or otherwise as a result of any inaccuracy or misrepresentation of any information (in any case whether oral, written, express or implied) or any omission in respect thereof made or agreed to by any person (whether a party to the Contract or not).

16.3 Clause 16.2 shall not apply to any statement, representation or warranty made fraudulently or to any provision of the Contract which was induced by fraud, for which the remedies available shall be all those available under Law.

16.4 Subject to clauses 16.1, 16.3 and 16.6, neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect. 16.5 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Contract.

16.5 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Contract.

16.6 Notwithstanding any other provision of this Contract neither party limits or excludes its liability for:

16.6.1 fraud or fraudulent misrepresentation; or

16.6.2 death or personal injury caused by its negligence; or

16.6.3 breach of any obligation as to title implied by statute; or

- 16.6.4 any other act or omission, liability for which may not be limited under Law.
- 16.7 The Event Organiser shall at its own cost take out and maintain the insurances listed at clause (the Required Insurances) and any other insurances required by Law with reputable insurers who are authorised by the Financial Services Authority to conduct insurance business or equivalent.
- 16.8 The Required Insurances referred to above are:
- 16.8.1 public liability insurance with a limit of indemnity of no less than five million pounds (£5,000,000) in relation to any one claim arising from the Event; and
- 16.8.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim arising from the Event.
- 16.9 The Required Insurances must remain in place for the duration of the Event and be effective in each case not later than the date on which the Event commences.
- 16.10 The Council reserves the right to require a higher level of insurance cover if in its reasonable opinion such cover is appropriate to the Event.
- 16.11 The Event Organiser shall be required to produce copies of current insurance certificates or other evidence of the existence of the Required Insurances at such a level as required by the Council in respect of any exhibitor, entertainer, sub-contractor, caterer or other third party that the Event Organiser has instructed or authorised to appear, perform, attend or work at the Event.
- 16.12 Failure of the Event Organiser to provide proof of insurance cover as required to the Council under clause 16.18 shall lead to cancellation of any permission granted. In this instance, the repayment conditions under clause 4.1 shall apply.
- 16.13 The Event Organiser shall indemnify the Council against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to person(s) or property arising from any incident:
- A. which occurs in the Venue during the set up, the event itself or during the breakdown of the Event or
 - B. caused by any person(s) engaged by or assisting the Event Organiser or attending the Event.
- 16.14 The Event Organiser shall be required to produce evidence of the existence of Public Liability Insurance at such a level as required by the Council in respect of any exhibitor, entertainer, sub-contractor, caterer or other third party that the Event Organiser has instructed or authorised to appear, perform, attend or work at the Event.
- 16.15 Failure of the Event Organiser to provide proof of insurance cover as required to the Council under these terms and conditions shall lead to cancellation of any permission granted. In this instance, the repayment Conditions contained within clause 4.1 of these terms and conditions shall apply.
- 16.16 The Council may require, at its sole discretion, a higher level of insurance cover if in its reasonable opinion such cover is appropriate to the Event.
17. **Inflatable Play Equipment (Bouncy castles etc.)**

- 17.1 If the Event Organiser is intending to include inflatable play equipment (bouncy castles, slides or similar) at the event, the Event Organiser must demonstrate, by providing an Annual Safety Inspection Certificate that all equipment has been inspected and tested by a registered scheme as recognised and set out within the Health and Safety Executive's (HSE) Fairgrounds and Amusement Parks Guidance on Safe Practice HSG 175. The only registered schemes for the inspection and testing of inflatable play equipment are the Amusement Devices Inspection Procedures Scheme (ADIPS) and the Performance Inflatable Play Accreditation Scheme (PIPA).
- 17.2 If an Event Organiser does intend to include inflatable play equipment as part of their event, to permit this to take place on Council land the Event Organiser must ensure that the equipment is set up, supervised and insured by the company supplying the equipment and the company must be in attendance at all times during the event. If this cannot be confirmed then the Council would not be able to permit the event to go ahead.

18. Prevention of Crime and Disorder

- 18.1 Events Organisers are required by the Council to ensure that all areas of potential crime and disorder are addressed prior to the event. The Event Application document must be completed prior to the event identifying the nature of event, entertainment, type of audience and anticipated numbers and timings of the event. On receipt of this information and in consultation with relevant statutory services, the appropriate stewarding measures will be applied depending on the nature of the event and timings. The stewarding requirements are ratio of two door supervisors for the first 100 customers, then one per hundred thereafter. This number to include only door supervisors employed solely on door supervisor duties i.e. safety and security.
- 18.2 Where a premises employs door supervisors, those staff should wear a fluorescent and/ or reflective orange tabard, clearly marked 'Door Supervisor'. The tabard should also be fitted with a clear plastic window on the chest area in which to satisfactorily display the licence issued to the door supervisor by the Security Industry Authority. This condition may be disapplied at the discretion of the police.

19. Public Safety

- 19.1 Public safety at events is paramount. All Event Organisers must provide Health and Safety documents, risk assessments, relevant method statements and insurance details for all events at least **six weeks prior to the Event**. These documents will address all relevant issues including, but not restricted to, stewarding, lost children procedures which has been approved by PCC Head of Safeguarding Children, emergency (evacuation) procedures, first aid provision, any likely public health risks for workers and audiences (in consultation with the local Director of Public Health) and crowd control measure.
- 19.2 All Event planning will be in accordance with the Health and Safety Executive publication 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' and will include full involvement with the necessary emergency services and Portsmouth City Council.
- 19.3 In the event that an incident has occurred (prior to and not as a result of the event or its set up) which may affect the running of the event, the Event Organiser shall contact Hampshire Constabulary's Operations Department on 023 9289 1572 or appropriate Emergency Service for advice. The Event Organiser shall then put appropriate contingency measures in place or cancel the event.

20. Prevention of Public Nuisance

- 20.1 Event Organisers shall work with the Council, the Police and other agencies to ensure that all aspects of security and possible public nuisance are addressed. This may include notifying residents of forthcoming events by mail or by the provision of stewarding and security on the perimeter of the event.
- 20.2 At larger events or events where the Police believe the possibility for public nuisance to be higher than usually expected, a Police presence may be provided if deemed necessary by the Police and a charge may be levied by the Police which will be payable by the Event Organiser. Any charges levied are a matter between the Police and the Event Organiser only.
- 20.3 All Event Organisers shall ensure that the potential for public nuisance inside and outside the Venue is reduced as far as possible and is kept to a minimum.
- 20.4 Event Organisers shall comply with any requirements imposed on them by the Council in relation to the prevention of noise nuisance. This may include, but may not be restricted to, the monitoring and recording of sound levels in, at and around the Event as set out in clause 6.16.

21. Protection of Children and Vulnerable Adults

- 21.1 Event Organisers must demonstrate that all child and vulnerable adults protection issues have been addressed, such as a lost children's and vulnerable adult's policy and Criminal Records Bureau, (CRB) checked personnel. All Event Organisers must provide full Risk Assessments and Method Statements in relation to child and vulnerable adult protection that highlight any areas of risk and how they will be controlled.
- 21.2 With film screening events, the films shown will be subject to a classification check agreed in advance with the Council.
- 21.3 The Event Organiser must not include games of chance, sweepstakes, draws and competitions involving the supply of alcohol, tobacco, and other age sensitive goods as a prize or reward as this is strictly prohibited.

22. Equal Opportunities

- 22.1 The Event must comply with the Equality Act 2010, and should endorse the Council's commitment to deliver the best equal opportunities for the city, in line with the [Public Sector Equality Duty](#) to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities.
- 22.2 The Event Organiser shall have in place an equal opportunities policy. This policy must specify that the Event Organiser will not treat any staff, event attendees or members of the public less favourably on the grounds of their colour, race, ethnic or national origin, nationality (including citizenship), marital status, sex, sexual orientation, religion or belief, age or because they have a disability. The policy must also specify that the Event Organiser will not tolerate behaviour, which is inconsistent with it, and detail the measures it will take if this occurs.
- 22.3 In the undertaking of the Event and the Event Organiser's dealings with event attendees/members of the public, the Event Organiser shall comply and shall ensure that

its staff comply with:

22.3.1 The Human Rights Act 1998 (at if the Event Organiser were a public body);

22.3.2 All Laws relating to equal opportunities; and

22.3.3 The Council's equal opportunities policies and procedures as may be adopted and amended from time to time

22.4 The Event Organiser shall undertake, or refrain from undertaking, such as the Council requests so as to enable Council to comply with its obligations under the Human Rights Act 1998.

23. Permits and Licences

23.1 The Event Organiser shall ensure that any licence, permit or other consent that may be required for whatever purpose is obtained from the relevant authority before the Event and shall produce upon request to the Council copies of each such licence, permit or consent.

23.2 The Event organiser shall exhibit during the Event all licences permits and consents required to be so exhibited.

23.3 Nothing shall be done by the Event Organiser that shall or may contravene the terms and conditions of any licence (or consent) issued in respect of the Venue or the Event.

24. Property Not Removed

24.1 The Council will remove, dispose of or store any property that is left by the Event Organiser or their agents or visitors to the Event in, around or upon the Venue after the period of use. The Event Organiser shall repay to the Council on demand the costs of such removal, disposal and storage.

24.2 The Council shall not be held responsible for any damage to or theft of property by or during its removal, disposal or storage.

24.3 The Council shall be entitled to remove and sell in such a manner as it considers fit any property left at the Venue following the Event and not claimed within four weeks of the end of the Event. The proceeds of sale of which shall belong to the Council.

25. Right of Entry

25.1 Authorised Council Officers, Council Members or member of the Portsmouth Events Safety Advisory Group, on production of suitable identification, shall be permitted entry to the Venue at all times during the period of hire.

25.2 The Council shall be entitled to refuse admission to or evict any person from the Venue during the Event or at any other time.

25.3 The Council may fix a maximum limit for the number of persons attending the Event and the Event Organiser shall ensure that this number is not exceeded.

26. Road Closures and Traffic Management

- 26.1 It shall be the responsibility of the Event Organiser to liaise with the Council's Highways PFI Team and Hampshire Constabulary regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue / Site, across Portsmouth and the surrounding area. The Event Organiser shall comply with any requirements of the Highways PFI Team and the Police regarding traffic management.
- 26.2 All events on the Public Highway, which require the stopping and / or re-direction of vehicular traffic, will require a formal road closure in the form of a TTRO. The Event Organiser shall work with the Highways PFI Team and PCC's highways contractor; Colas, who will determine whether or not a road closure is required, the extent of the closures, the equipment needed and the associated diversion routes.
- 26.3 In the event of a road closure and the need to divert traffic, trained traffic marshals will be required to staff the closure points. Traffic marshals must be qualified with either the 120 Traffic Management Qualification Card or New Roads & Street Works Act 1991 Chapter 8 qualified. Whilst Portsmouth City Council will, if asked, recommend organisations to manage the traffic at an event, the Event Organiser may employ the services of their own traffic marshal, qualified to the aforementioned standard in agreement with the Council. Portsmouth City Council will require evidence of all qualifications held by producing the necessary documentation for verification agreed by the Highways PFI Team.
- 26.4 The Event Organiser shall ensure that any road closure equipment, including associated signage, is not moved and shall maintain the integrity of the closure. The Event Organiser is wholly responsible for any property used at the Event that is owned by the Council or Traffic Management company employed. In the case of damage and/or loss of such property, Clause 2.2 of these terms and conditions will apply.
- 26.5 Road Closure and/or Park suspensions applications must be submitted to the Council's Highways PFI Team (part of the Traffic Safety & Sustainable Transport Group) at least **12 weeks in advance of the Event**. The Council may ask, depending on the nature, size and scale of the event, for a full Traffic Management Plan detailing both pedestrian and vehicular movements to and from the Event during the build-up, during the Event itself and during the break-down of the Event. This information will always be required when a road closure is requested, a TTRO will not be processed without the following information.
- 26.6 Due to the numbers experienced at some events it may be prudent/advantageous to provide a Park and Ride service. The Event Organiser must contact the Highways PFI Team, who will liaise with the Public Transport team, a minimum of **12 weeks prior to the event**.
- 26.7 Any event parking suspensions must follow parking suspensions policy's and procedures which can be found via:
<https://www.portsmouth.gov.uk/services/parking-roads-and-travel/parking/parking-suspensions/>

27. Road Traffic Signage

- 27.1 The Event Organiser shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.

- 27.2 The Event Organiser shall obtain the Council's permission prior to erecting any temporary directional signage associated with the Event which will be withheld (inter alia) unless supplied by the AA, RAC, TMS or other organisation approved in writing by the Council. The Event Organiser must be aware that temporary directional signage does not include signage associated with road closures. Signage for the road closures must be arranged as part of the infrastructure for the closure set up (i.e. barriers and cones) and agreed with the Council as per clause 27.
- 27.3 The Event Organiser shall agree a sign schedule with the sign supplier, which will cover all signage to be used (including for any road closure that is in place). The sign schedule must be produced and submitted to the Council at least **eight weeks in advance of the Event** to allow sufficient time for the sign supplier's application to be assessed by the Council and permission from the Council being either given or reasonably withheld. The Council's decision on this issue is absolute and final.

28. Sale or Display of Prohibited Items

- 28.1 The Event Organiser shall ensure that the following items are not offered for sale or displayed: any weapons, including guns (real or replica), crossbows, bows, slings, catapults, offensive or obscene items or publications, illegal drugs or controlled substances.
- 28.2 The Event Organiser shall make regular site inspections to ensure its compliance with Condition 28.1. If any relevant sale or display is identified, the Council shall be contacted immediately with a view to a dual inspection being made and if necessary further action taken against the offending person.

29. Fire Precautions

- 29.1 The Event Organiser shall liaise prior to the Event with Hampshire & Isle of Wight Fire and Rescue Service to ensure that all fire safety legislation is adhered to and that all necessary fire precaution measures as advised by the Fire Officer are in place.

30. First Aid Cover

- 30.1 The Event Organiser shall ensure that throughout the Event a minimum of two qualified first aiders (at least First Aid at Work or Emergency First Aid at Work trained) are available to treat persons working at and attending the Event.
- 30.2 The Event Organiser shall ensure that any First Aid box at the event is fully stocked, that all contents are in date and appropriate for the event
- 30.3 Whenever the attendance at the Event is liable to exceed one thousand at any time, First Aid cover shall be discussed prior to the Event with the South Central Ambulance Service NHS Trust.
- 30.4 All First Aid provision location shall be clearly signed within the Event.
- 30.5 If an accident occurs during the event, the Event Organiser must report this to the Council at the earliest opportunity in accordance with the procedure outlined in the Council's Guidance Notes, and in any event not later than seven (7) days following the date of the accident.

31. Traders

- 31.1 No commercial traders shall be permitted to trade at the Event without the prior written consent of the Council.

32. Variations to Agreement

- 32.1 The Council shall be entitled to vary the conditions of the permit, any other permissions and/ or any other Licenses issued by the Council in relation to the Event, or revoke the permit, any other permissions and/ or any other Licenses at any time. The Event Organiser may, within 7 days of receipt of such notice, give a written counter-notice to the Council that they regard the permit, permissions and or Licence was revoked whereupon a refund of any Hiring Fee that may have been paid to the Council by the Event Organiser will be returned. The Event Organiser shall not be entitled to any other remedy in respect of such variation or deemed revocation.

33. Filming

- 33.1 No commercial filming shall be permitted to film without prior written consent of the Council.
- 33.2 All filming must follow Portsmouth City Council's Filming Policy.
- 33.3 Any screening of films or videos must have prior written consent from the Council. No screenings of films or videos shall take place at any event without the relevant license having been obtained from the Licensing Authority.

34. Environment 'Greens Events Guide'

- 34.1 The Council recommends that all Event Organisers review the Council's Green Event Guide ([Green events guide \(portsmouth.gov.uk\)](https://www.portsmouth.gov.uk/green-events-guide)) and strongly encourage implementing the appropriate measures. The Green Event Guide includes recommendations to Event Organisers to help reduce the impact on the environment, including but not limited to; energy, waste, travel, sustainable procurement, water, food and drink.

Emergency services, support services and local authority contact numbers

COLAS

Telephone: 023 9231 0900 Email: pfi@colas.co.uk

Hampshire Constabulary

Telephone: 023 8074 5251 Email: strategic.operations@hampshire.pnn.police.uk

Hampshire Fire and Rescue

Telephone: 023 9285 5180 Email: csprotection.admin@hantsfire.gov.uk

Queens Harbour Master

Telephone: 023 9272 3124

South Central Ambulance Service NHS Trust

Email: tim.webster@scas.nhs.uk

Generic Email: emergency.planning@scas.nhs.uk

Portsmouth City Council

Telephone: 023 9283 4092 Email: cityhelpdesk@portsmouthcc.gov.uk

Civil Contingencies Unit

Telephone: 023 92841498 Email: emergency.planning@portsmouthcc.gov.uk

Community Wardens

Telephone: 0800 085 3840 Email: Community.wardens@portsmouthcc.gov.uk

Events Team

Email: events@portsmouthcc.gov.uk

Health and Safety Unit

Telephone: 023 92841131 Email: HealthSafetyPCC@portsmouthcc.gov.uk

Highways PFI team

Telephone: 023 9283 4889 Email: Stacey.Grant@portsmouthcc.gov.uk

Licensing

Telephone: 023 92834607 Email: licensing@portsmouthcc.gov.uk

Local Travel

Telephone: 023 9284 1948 Email: publictransport@portsmouthcc.gov.uk

Parking Services

Telephone: 023 9268 8290 Email: parkingsuspensions@portsmouthcc.gov.uk

(When emailing please add events applications within the subject)

Public protection service (food safety advice)

Contact - Commercial Team City Helpdesk Telephone: 023 9283 4092