

event application form



Name of event _____

Event location _____

Event date

Official use only

Event reference number
reference

Date

Department

Section One - Organiser Details

- Name of organisation _____
- Event organiser/s _____
- Contact address _____

- Postcode _____
- Tel No. - Home _____
- Tel No. - Work _____
- Mobile No _____
- Fax No _____
- e-mail address _____
- Event public enquiries number _____

Section Two - Event Details

- Description of event proposed _____

- Is this a (please tick one box only)

Charity event

Fund raising

Non-commercial

Community service event

Commercial

- For Charity Event - Name of Charity/ies _____

- Charity Registration Number/s _____

- Will all income raised go to the Charity/ies concerned? (please tick) Yes No

If no, please give details:

- Date/time to enter site for preparation _____

- Start time each day _____

- Finish time each day _____

- Date/time the site will be vacated after the event _____

- Is the event free? Yes No

If no, what is the admission price? _____

- Will you be selling programmes? Yes No

If yes, what is the proposed price? _____

- Do you intend to utilise or permit any of the following attractions at the event? If so, please tick the appropriate boxes (some of these may not be permitted at all sites or may require a separate licence application).

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"/>	Lost children point	<input type="checkbox"/>
Aircraft	<input type="checkbox"/>	Barrier/fencing	<input type="checkbox"/>
Parachutists	<input type="checkbox"/>	Marquees	<input type="checkbox"/>
Balloon launch	<input type="checkbox"/>	Portable generator *	<input type="checkbox"/>
Hot Air Balloons	<input type="checkbox"/>	Power supply	<input type="checkbox"/>
Horses/donkeys other animals	<input type="checkbox"/>	Toilets	<input type="checkbox"/>
Motorcycles	<input type="checkbox"/>	Alcohol	<input type="checkbox"/>
Other motor vehicles	<input type="checkbox"/>	Food/drink concessions	<input type="checkbox"/>
Coconut shy	<input type="checkbox"/>	Berthing facilities	<input type="checkbox"/>
Inflatables (e.g. bouncy castle)	<input type="checkbox"/>	Train hire	<input type="checkbox"/>
Portable staging	<input type="checkbox"/>	Bonfire/barbecue permit	<input type="checkbox"/>
P.A. System	<input type="checkbox"/>	Foreshore boat	<input type="checkbox"/>
Stewarding/security	<input type="checkbox"/>	Living history or other	<input type="checkbox"/>
On site communications	<input type="checkbox"/>	Market stalls	<input type="checkbox"/>
Water (limited supply at some sites)	<input type="checkbox"/>	Re-enactment groups	<input type="checkbox"/>

Other: (please specify)

Note:

- Please supply as much information as possible on all of the items above.
- After this application has been submitted, no additional items may be included without the express consent of the appropriate department.
- Please note that animals or fish must not be used as prizes.**

- Do you anticipate the need for:

Road closure

Traffic diversion

On street parking restriction

Car park closure

If you have ticked any of the above, please provide full details of locations, dates and times.

If a formal traffic order is required, then please allow at least 6 weeks notice.

- Please provide details of the number, weight and size of delivery vehicles and/or participating vehicles and whether they intend to remain on site overnight?

- 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:

- Please identify the method to be used in order to maintain the area free of litter and refuse:

Section Three - Insurance

- Event Organisers are required to hold a current policy of Insurance in respect of Public Liability or Third Party risks (including products liability where appropriate). The relevant limit of indemnity shall be an amount approved by the council's Risk and Insurance Section and Legal Section. Under no circumstances shall this be less than £5 million and the council reserves the right to require a higher limit if deemed necessary.
- Organisers will be required to produce evidence of their insurance cover together with that of any exhibitor, band/dance group, sub-contractor, caterer etc. whom they have instructed/authorised to appear at the event.

Note: All documentation must be produced at least 28 days before the Event. Failure to comply may result in the council refusing to grant permission for the holding of the event.

Section Four - Emergency Services

On receipt of this application the Council will forward a copy to all appropriate Emergency Services, who will be asked for their response to the proposed event and arrangements for it. Thereafter contact will be made with you to discuss any issues raised.

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

Section Five - Additional 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, which must also show location of route marshalls, must be provided. Please discuss this with the appropriate Council official to ascertain if a detailed site plan is necessary.

If required this must be forwarded at least 8 weeks prior to the event.

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

Signed _____

Position _____

Date _____

terms and conditions for use of parks, open spaces, highways, car parks



1 Definitions

- 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 Argyll and Bute 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 individual, organisation, group or company, or the representative of the organisation, group or company, booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he/she may not transfer or sublet this consent to any other person.
- 1.6 “Director” means the Director of Operational Services for the time being of the Council, or his duly authorised officer.
- 1.7 “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.

Please send this completed form, together with any supporting documentation to the following:

Mr Allan MacDonald
Streetscene Area Manager
Argyll and Bute Council,
Milton House,
Milton Avenue,
Dunoon,
PA23 7DU



Documentation	Yes	No	Evidence of insurance	Yes	No
Signed Terms and Conditions	<input type="checkbox"/>	<input type="checkbox"/>	Insurance for event organiser	<input type="checkbox"/>	<input type="checkbox"/>
Site Plan/Route Plan	<input type="checkbox"/>	<input type="checkbox"/>	Individuals participants	<input type="checkbox"/>	<input type="checkbox"/>

If you have answered **no** to any of the questions, please give details why:

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's Director of Operational Services.
- 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 Operational 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 Director of Operational Services 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 Director of Operational Services 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.
- 4.8 The Council reserves the right to refuse any application.

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

- 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 The Hirer shall remove all refuse and litter generated by the Event from the Venue.
- 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 Director of Operational Services. 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 obligations 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 displayed on the Venue without the prior written consent of the Council.
- 6.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment provided by the Council is not moved and shall maintain the integrity of the closure.
- 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.
- 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 of the Venue.
- 6.18 The event must cease at _____ hours and all clearing up operations must be completed by _____ hours. (To be agreed)
- 6.19 The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Director of Operational Services.
- 6.20 The Hirer must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue.

- 6.21 The sale or consumption of alcoholic drinks may be prohibited at certain venues.
- 6.22 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved.
- 6.23 The Hirer will not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and the Director of Glasgow Airport.
- 6.24 It is the responsibility of the Hirer to liaise with the Council's Director of Operational Services and Strathclyde 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 Director of Operational Services and Strathclyde Police regarding traffic management.
- 6.25 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.
- 6.26 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 written approval of the Council.
- 6.27 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer 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.
- 6.28 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.
- 6.29 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. The Hirer must obtain any necessary licences.
- 6.30 The Hirer shall repay to the Council on demand the cost, as certified by the Director of Operational Services, 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 Broadcasting and Television

The Hirer may 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 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 a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived therefrom.

11 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 [and issue of a hiring permit.]

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 town 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. Copies of such licence, permit or consent must be attached to the application. 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. Public Entertainments Licence), permit and/or licences or consent issued in respect of the Venue.

14 Health and Safety

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.

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, sub contractor, 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.

All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

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.

I have read and understood these conditions and agree to be bound by them.

Sign _____ Date _____

Print Name _____

Name of organisation or company _____

Position with organisation or company _____