

# East Devon District Council Events

## Conditions of Hire



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### 1. DEFINITIONS

The following definitions and interpretation apply in these Conditions of Hire.

- **‘Council’** means East Devon District Council
- **‘Event’** means that event being undertaken on the Premises as detailed on the Event Application
- **‘Event Application’** means the application for hire form completed by the Event Organiser
- **‘Event Organiser’** means the person undertaking the events booking for the Premises
- **‘Premises’** means whichever of the Council owned or managed land is the subject of the Application
- **‘Purple Guide’** means guidance for the management of events written by the Events Industry Forum available as <https://www.thepurpleguide.co.uk/>
- **‘Risk Assessment’** means a detailed risk assessment and safety management plan undertaken by the Event Organiser in respect of the Event in accordance with any relevant guidance issued by the Health and Safety Executive and the Purple Guide. This shall include provisions for the control and coordination of all elements of the Event, inclusive of responsibilities of relevant personnel and emergency response procedures. Medium and large events will also need to produce a map, with emergency vehicle access routes in and out of the Event.
- **‘StreetScene’** means the Events Team at the Council
- Reference to ***at the Event, for the Event, during the Event*** (or words of similar meaning) shall include preparation of the Premises for the Event, during the Event and clearing the Premises following the Event
- Reference to ***you*** means the Event Organiser

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- 'Temporary Structure' means marquee, tent, stall, staging or other structure or equipment

### **2. BOOKING PROCEDURES, PAYMENTS AND DEPOSIT**

#### **2.1. Event Applications**

- 2.1.1 The Event Applications must be submitted within accordance of your event size classification timing prior to the proposed booking, with fast-track applications available upon special request. The submission of an application does not imply the booking is confirmed – it is a registration of interest only.
- 2.1.2 A completed booking form should be sent together with a risk assessment, public liability cover for at least £5 million and a site plan.
- 2.1.3 Medium and large bookings will require an Event Management Plan, which includes a clear up plan. Any event using inflatables and funfair rides, must include the organisations Risk Assessment, Public Liability insurance, plus their ADIPs/PIPA inspection certificates.
- 2.1.4 No booking will be accepted without a completed booking form and the relevant documentation. All event bookings are subject to availability and the Council's policy and operating guidelines. Once an application has been submitted, checks are made to ensure that the relevant paperwork and licenses are in place; the Event will then be consulted on, before consent for the Event can be granted. The Council's decision is final.

#### **2.2 Hire Fees, Payment and Interest**

- 2.2.1 The fee structure for events is primarily based on a range of categories, including but not limited to community and charity events, promotional events, commercial events and sporting events. The Council reserve the right to classify an Event in the category deemed most appropriate based on particularities. It may also vary a fee previously determined due to changes to the nature and duration of the Event.
- 2.2.2 A list of event **locations and fees** can be found on the Council website:  
<https://eastdevon.gov.uk/parks-gardens-and-recreation/organise-an-event-on-council-land/>
- 2.2.3 The Council will invoice the Event Organiser for all sums payable under these Condition of Hire and the Event Organiser shall pay the invoice before the Event.
- 2.2.4 Invoices are due and payable within 14 days of Councils invoice date. Interest may be charged on all amounts unpaid.

#### **2.3 Deposit**

- 2.3.1 The Event Organiser shall pay a deposit paid in advance to cover potential damage
- 2.3.2 The amount of the deposit shall be determined by Streetscene and advised to the Event Organiser.
- 2.3.3 The deposit shall be refunded by Streetscene within 20 working day following the Event subject to any deductions to cover remedying any damage to the Premises.
- 2.3.4 The Council shall be entitled to set-off the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Event Organiser against any deposit held and refund the balance.

### **3. HIRE PERIOD**

- 3.1 The Event Organiser shall be hire the Premises for such time period set out in the Event Application and/or as the Council may in its absolute discretion determine upon giving 24 hours' notice to the Event Organiser in writing before the commencement of the Event

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#### **4. CANCELLATION OF EVENTS**

##### **4.1 Cancellation by the Event Organiser**

- 4.1.1 The Event Organiser shall notify Streetscene in writing of the cancellation of the Event at least 7 days prior to the event date. No refund will be given for the booking fee. Failure to notify may result in site fees and requested operational service fees being charged.
- 4.1.2 If the Event Organiser cancels the booking less than 24 hours prior to the booking date, the Council shall be entitled to obtain and retain the full fee payable.

##### **4.2 Cancellation by the Council**

- 4.2.1 The Council reserves the right to cancel the booking at any time due to:
  - 4.2.1.1 health and safety reasons, including where a necessary licence, permit or notice has not been obtained and can no longer be issued
  - 4.2.1.2 in order to carry out essential repair or maintenance
  - 4.2.1.3 due to unforeseen circumstances, in the case of extreme weather or
  - 4.2.1.4 if required by any government or other statutory body
- 4.2.2 The Council reserves the right to cancel the booking if the Event Organiser has failed to pay the invoice referred to above under Hire Fees by the invoice payment date or 5 working days before the event (whichever is sooner)

##### **4.3 Compensation**

- 4.3.1 In the event of the booking being cancelled, the Council shall not be liable for the payment of any compensation in respect of any claim arising from the cancellation.

#### **5. USE**

##### **5.1 Permitted Use of the Premises**

- 5.1.1 No part of the Premises shall be used for any other purpose other than that for the Event
- 5.1.2 Events shall only take place on the Premises and must not interfere with pedestrian flow, public amenities, local businesses or residents. The Event Organiser shall ensure that the Event is contained within the Premises with no overspill onto pavements or roads which could cause danger to pedestrians and impede their access.
- 5.1.3 The Event Organiser does not hire the whole Property for exclusive use, unless requested and agreed by the Council.
- 5.1.4 If the Event Organiser is hiring Premises on/near our sports pitches, you shall keep off the pitch, unless you have prior consent from the Streetscene.
- 5.1.5 Occasionally StreetScene may give permission for complimentary events to run on the same Premises at the same time and the Event Organiser will be made aware of this.

##### **5.2 Sub-Letting or Assignment**

- 5.2.1 The hire of the Premises for the Event is personal to the Event Organiser and the Event Organiser shall not sub-let or assign the Premises or any part thereof, to any other person.

##### **5.3 Use of Playgrounds & Barbeques**

- 5.3.1 The Event Organiser shall not have exclusive use of playgrounds and permanent onsite barbeques on the Premises and these shall remain accessible to the general public during the Event.

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5.3.2 The use of portable barbeques is permitted on the Premises provided that all residue is removed and not left on the grass surface or in litter bins and no damage is caused to the Premises by the siting of such barbeques

### **5.4 Maximum numbers to be admitted**

5.4.1 The Event Organiser shall ensure that the maximum number of persons admitted to the Property during the Event does not exceed the maximum number identified in the risk assessment.

5.4.2 The Council reserves the right to fix a maximum limit for the number of people admitted to the Event.

### **5.5 Admission**

5.5.1 The Council reserves the right in its absolute discretion to refuse admission to or evict any person from the Premises

### **5.6 Disability and reasonable adjustments**

5.6.1 The Event Organiser shall ensure that reasonable adjustments wherever practical are made, to ensure that disabled people are able to attend the Event and that suitable facilities are provided in accordance with the Disability Discrimination Act 1995.

### **5.7 Animals on Site**

5.7.1 Unless specifically approved by the Council in writing animals (with the exception of guide dogs) shall not be admitted to the Premises

### **5.8 Animals as prizes**

5.8.1 The Event Organiser shall not permit or suffer any live fish, animal or bird to be offered or given as a prize in any raffle or competition, whether of skill or otherwise

### **5.9 Extremist views**

5.9.1 The Event Organiser shall ensure that the Premises is not used as a platform for extremists not to disseminate extremist views.

### **5.10 Byelaws**

5.10.1 The Event Organiser shall comply with any byelaws applicable to the Premises are complied with at all times.

### **5.11 Any other requirements from Streetscene**

5.11.1 The Event Organiser shall comply with any further requirements made by Streetscene in respect of this booking.

## **6. ENTRY BY THE COUNCIL**

6.1 Authorised Council officers shall be permitted entry to the Premises at all times during the Event including during the setting up and packing away of the Event.

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### 7. **INSURANCE AND INDEMNITY**

#### 7.1 **Public Liability Insurance**

- 7.1.1 The Event Organiser shall have and maintain for the period of hire, a policy of public liability insurance against risks to the public in relation to the Event, and such policy should be a minimum amount of the cover shown in the table below in respect to any one claim.
- 7.1.2 Failure to produce a current insurance certificate for the required amount of cover will result in the termination of hiring.
- 7.1.3 The Event Organiser may wish to confirm with your insurance provider that the Event Risk Assessment is sufficient for their insurer

Event Category	Attendees	PLI
A - Small	Under 500	£5M
B - Medium	500-3000	£10m
C - Large or safety issues	Over 3000 or safety issue such as water sports	£10m

- 7.1.4 For higher risk activities a higher level of cover will be required. Please refer to relevant section within these terms and conditions where higher insurance cover is specified.
- 7.1.5 If requested by the Council the Event Organiser shall provide copies of insurance certificates or the Event and failure to do so will entitle the Council to cancel the Event Booking.

#### 7.2 **Employer Liability Insurance**

- 7.2.1 The Event Organiser shall ensure that employer liability insurance policy to a minimum of £5 million in respect of any one claim is maintained for any staff or employees operating at the Event

#### 7.3 **Indemnity**

- 7.3.1 The use of the Premises for the Event is at the risk of the Event Organiser who shall be liable for any claim in respect of:
  - 7.3.2 personal injury or death arising out of the Event except where the personal injury or death is due to the negligence of the Council;
    - 7.3.2.1 loss of or damage to property
    - 7.3.2.2 financial loss or
    - 7.3.2.3 any other loss
  - 7.3.3 The Event Organiser shall indemnify and keep indemnified the Council from and against all claims, demands, proceedings, actions, costs, expenses, losses, injuries, damage and any other liability which may arise out of or in consequence of the use of the Premises for the Event

### 8. **SAFETY AT THE EVENT** - *The guidance given in the Purple Guide should be considered for the Event*

#### 8.1 **Health & Safety and Risk Management**

- 8.1.1 The Event shall be subject to a Risk Assessment in regard to risk management and health and safety.
- 8.1.2 The Event Organiser shall provide a detailed Risk Assessment no less than 28 days prior to the Event for consideration by StreetScene and Corporate Safety.

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- 8.1.3 The Event Organiser is responsible for the health and safety at the Event and must comply with all relevant health and safety legislation and ensure that all participants and contractors at the Event also comply with such legislation.
- 8.1.4 Copies of the Risk Assessment must be available for inspection by the Council and/or any other relevant bodies such as the Health and Safety Executive.

### **8.2 Event Safety**

- 8.2.1 The Event Organiser shall:
  - 8.2.1.1 be responsible for the safety and security of people at the Event
  - 8.2.1.2 ensure that there are appropriate numbers of trained and briefed staff at the Event in accordance with the Risk Assessment
  - 8.2.1.3 ensure that any staff with guarding duties and dealing with disturbances have the appropriate SIA (Security Industry Authority) licence.
  - 8.2.1.4 Ensure that emergency access routes are kept free from obstruction at all times during the Event.

### **8.3 Fire Safety**

- 8.3.1 The Event Organiser shall ensure that sufficient fire precautions are in place during the Event and that access for emergency vehicles is maintained at all times.
- 8.3.2 For further guidance please see <https://eastdevon.gov.uk/environmental-health-and-wellbeing/health-and-safety/health-and-safety-overview/>

### **8.4 Emergency situations**

- 8.4.1 In an emergency, the Event Organiser shall ensure that the Emergency Services are called immediately.
- 8.4.2 If requested by the Council or the Emergency Services, the Event Organiser must suspend entertainment or arrange the evacuation of people from the Event.

### **8.5 Safeguarding children and vulnerable adults**

- 8.5.1 Event organisers have a duty to safeguard and promote the welfare of children and vulnerable adults at their event. You are responsible for and must comply with all regulations and laws in respect of safeguarding children and vulnerable adults at the Event.

### **8.6 First aid facilities**

- 8.6.1 The Event Organiser shall ensure that sufficient first aid cover is provided for the Event
- 8.6.2 It is recommended that the Event Organiser consult a competent first aid provider for guidance on first aid and medical requirements at the Event such as the St Johns Ambulance and the British Red Cross.
- 8.6.3 If an accident occurs during the Event, the Event Organiser must report this to Streetscene at the earliest opportunity.

### **8.7 Lighting the event after dark**

- 8.7.1 Where the Event takes place or continues after sunset, the Event Organiser must provide sufficient lighting in all areas to be used by the public or event staff that do not already have sufficient lighting. The Council may provide additional conditions about lighting if appropriate.

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### 9. LICENCES AND CONSENTS

#### 9.1 Licences and general requirements

- 9.1.1 The Event Organiser shall ensure that all relevant licences and statutory requirements are in place prior to the Event
- 9.1.2 All Licences must be accessible for inspection if requested at the Event and where requires by law, on display at the Event
- 9.1.3 Advice can be obtained regarding the requirements of Licences for the Event from Licensing on 01404 515616 or [licensing@eastdevon.gov.uk](mailto:licensing@eastdevon.gov.uk)

#### 9.2 Regulated Entertainment and Alcohol

- 9.2.1 The Event Organiser shall ensure that where regulated entertainment and/or sales of alcohol are being offered at any Event that the Premises has a valid Premises Licences or a Temporary Event Notice in accordance with the Licensing Act 2003.
- 9.2.2 The Event Organiser shall ensure that all stipulations of the Premises Licence or Temporary Events Notice (TEN) are observed and adhered to.
- 9.2.3 Advice can be obtained regarding the requirements of Licences for the Event from Licensing on 01404 515616 or [licensing@eastdevon.gov.uk](mailto:licensing@eastdevon.gov.uk)

#### 9.3 Collections and lotteries

- 9.3.1 With the exception of collections for charities, no collections, games of chance, sweep stakes, sale of programmes, lotteries, raffles or betting of any kind may be conducted at the Event without the prior written consent of Streetscene

#### 9.4 Stalls and car boot sales

- 9.4.1 The Event Organiser must ensure that any relevant trading licence is in place if stalls are to operate at the Event or if the Event includes the operation of a car boot sale on the Premises.
- 9.4.2 The sale and display of guns, weapons and replica weapons is strictly prohibited at the Event.

#### 9.5 Music

- 9.5.1 The Event Organiser must ensure that where music is being played at the Event that any relevant Music Licence is obtained
- 9.5.2 For further information please see <https://pplprs.co.uk/playing-music-legally/>

### 10. RECYCLING AND WASTE

#### 10.1 Collection and removal of waste and recycling

- 10.1.1 The Event Organiser shall immediately following the Event ensure that all waste and recycling generated by the Event from the Premises and surrounding area is removed
- 10.1.2 The Event Organiser shall ensure that waste and recycling is properly disposed of. All commercial waste must be disposed of in the correct manner and not be put into the Event bins.

#### 10.2 Assistance with waste management

- 10.2.1 StreetScene can provide chargeable operational assistance for an Event including:
  - 10.2.1.1 the provision bins (including double litter stations for medium and large events)



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- 10.2.1.2 a clear up package for the Event, including staff to help with litter picking, commercial waste, additional bins and recycling provisions
- 10.2.2 StreetScene can advise on any operational requirements for the Event and the availability of services at specific sites.
- 10.2.3 Fees apply for the use of operational services. A quote for services can be provided to the Event Organiser on request

### **10.3 Environmental Impact**

- 10.3.1 The Event Organiser shall:
  - 10.3.1.1 minimise the environmental impact of the Event by the use of recyclable, reusable and sustainable products and materials.
  - 10.3.1.2 ensure that ample recycling facilities are available at the Event.
  - 10.3.1.3 use all efforts to minimise the use of single-use plastics at the Event e.g. biodegradable cups and containers, paper straws, reusable cups and bottles
  - 10.3.1.4 ensure that any unwanted liquids are removed from the Premises and not disposed of into the sewage system, into any bodies of water or on the Premises.

## **11. CARE, DAMAGE AND REINSTATEMENT OF THE PREMISES**

### **11.1 Care of the Premises**

- 11.1.1 The Event Organiser shall at all times during the Event take good care of the Premises

### **11.2 Wildlife and nature**

- 11.2.1 Event organisers shall take steps to minimise the impact of the Event on the wildlife and nature within the Premises
- 11.2.2 Generator should not be positioned close to water to reduce any risk of fuel leaks into water bodies; nor next to the base of trees, and with exhausts directed away from tree canopies
- 11.2.3 Fuel spillage on grass or hard standing areas must be properly cleaned up immediately
- 11.2.4 Habitat and vegetation should not be disturbed during bird nesting season (March to July)
- 11.2.5 Event vehicles and infrastructure shall not interfere or touch any tree base or canopy.
- 11.2.6 No tree or shrub shall be cut, pruned or lopped.
- 11.2.7 Nothing shall be attached to trees

### **11.3 Damage and Reinstatement**

- 11.3.1 The Event Organiser shall be responsible for ensuring that there is no damage caused to the Premises, (including the grassed areas, trees and vegetation and any property or equipment of the Council on the Premises)
- 11.3.2 Events may require a site inspection and a Schedule of Condition prepared prior to setting up and following the Event, and Streetscene will advise where a site inspection is required.
- 11.3.3 The Event Organiser shall immediately following the Event reinstate the Premises to the same state and condition it was in immediately prior to the Event remedying any damage caused to the Premises to the reasonable satisfaction of the Council. If remediation of the Premises is required due to damage caused by the Event, this will be assessed by Streetscene immediately following the Event and the Event Organiser shall be advised of what remedial action is required.
- 11.3.4 If the damage is not remedied to the Council's satisfaction within 14 days (or such sooner date as advised by the Council) the Council reserves the right to take the remedial action to reinstatement the Premises and any costs incurred shall be borne by the Event Organiser

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- 11.3.5 Costs incurred by the Council for damage shall be deducted from any deposit held by the Council with any shortfall being invoiced to the Event Organiser. Where a deposit is not held by the Council the costs of remedying any damage will be invoiced to the Event Organiser.

### **12. PROPERTY OF THE EVENT ORGANISER**

- 12.1 The property of the Event Organiser and its agents must be removed immediately following the Event. The Council accepts no responsibility for any property left on the Premises before, during or after the Event.
- 12.2 The Council is entitled to remove and dispose of or sell in such a manner as they think fit any property left at the Premises not claimed within 28 days of the conclusion of the Event and retain any proceeds of sale. The Event Organiser shall indemnify the Council against any third party claims arising from this.

### **13. ADVERTISING /SIGNAGE**

- 13.1 The Event Organiser must not advertise the Event by way of fly posting.
- 13.2 No posters, boards, signs, advertisements, posters, flags or other emblems shall be erected or displayed on the Premises without the consent of Streetscene. StreetScene reserves the right to refuse any applications for any signage and remove any unauthorised signage.
- 13.3 Planning consent may also be required for advertisements and the Event Organiser shall obtain such consent from the Local Planning Authority. For further information please see <https://eastdevon.gov.uk/planning/planning-permission/do-i-need-planning-permission/>
- 13.4 Signage must not be attached to any tree, plant, fixture or sculpture.
- 13.5 Charity and community events may request for posters to be displayed in the council notice boards, which are situated in the district

### **14. CATERING**

- 14.1 Where the Event shall have caterers to supply refreshments to the public, the Event Organiser shall provide to Streetscene a full list of caterers in the Application.
- 14.2 Caterers must be registered as a food business with the relevant Council's Environmental Services Department and be able to provide a food hygiene certificate of a minimum of a 3\* rating
- 14.3 The Event Organiser shall ensure that anyone selling food or drink from vehicles at the Event holds a valid Street Trading Licence.
- 14.4 The Event Organiser shall ensure that any catering units or food stalls comply with appropriate food hygiene regulations and recommendations including Food Hygiene (Market Stalls and delivery Vehicles) (Amendment) Regulations 1966, the Food Hygiene (Amendment) Regulations 1991, the Food Safety Act 1990, the Food Safety and Hygiene (England) Regulations 2013 and the Food Information Regulations 2014 and all other relevant legislation.
- 14.5 If you require more information on food hygiene please contact Environmental Health on 01404 515616 or [environmentalhealth@eastdevon.gov.uk](mailto:environmentalhealth@eastdevon.gov.uk)
- 14.6 If you require more information on street trading contact Licensing on 01404 515616 or [licensing@eastdevon.gov.uk](mailto:licensing@eastdevon.gov.uk)
- 14.7 Caterers will be required to remove and clear away all their waste immediately after the Event unless otherwise agreed by prior arrangement with StreetScene when making a booking.

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### 15. KEYS

- 15.1 Arrangements to collect any keys required for your event must be made with the StreetScene Admin Office during normal working hours, the key is to be returned the next working day after the event.
- 15.2 A £20 cash deposit must be left with the key, and you must have made an appointment to collect and return your key.
- 15.3 Payment may be required to cover the costs of any lost or damaged keys.

### 16. NOISE MITIGATION

#### 16.1 **Music, noise levels and nuisance**

- 16.1.1 The Event Organiser shall ensure that no noise nuisance is caused to owners or occupiers of neighbouring properties and that the noise level at the Event must be at a level that is appropriate to the time of day and the proximity of neighbouring properties
- 16.1.2 The Event Organiser shall limit the volume to an agreed level by East Devon District Council Environmental Health Officers (Noise Pollution).
- 16.1.3 Event organisers should monitor the noise from music events off-site throughout the Event and immediately reduce the volume if noise is audible close to neighbouring properties or if requested to do so by an officer of East Devon District Council.
- 16.1.4 Outside live music outside shall finish by the time specified in the Premises Licence or Temporary Event Notice
- 16.1.5 For information relating to noise and noise levels please contact Environmental Health (Noise Pollution) on 01395 517457 or [environmentalhealth@eastdevon.gov.uk](mailto:environmentalhealth@eastdevon.gov.uk)

#### 16.2 **Public Address system**

- 16.2.1 No public address system is to be used at the Event without the prior approval in writing of East Devon District Council Environmental Health Officers (Noise Pollution) or Streetscene
- 16.2.2 Where a public address system is used it will be operated in a manner so as not to cause a nuisance or annoyance to the Council or owners or occupiers of neighbouring land.

### 17. TEMPORARY STRUCTURES

- 17.1 The Event Organiser shall not erect any Temporary Structures on the Premises without the prior written of StreetScene.
- 17.2 Siting of Temporary Structures must be in accordance with any approved site plan and in the locations approved by Streetscene.
- 17.3 The Event Organiser shall comply with and ensure that installation of Temporary Structures comply with all guidance and relevant legislation including but not limited to HSE safety advice and guidance.
- 17.4 For more information on temporary structures please see the following website:  
<https://www.hse.gov.uk/event-safety/temporary-demountable-structures.htm>
- 17.5 Depending on the size and nature of Temporary Structures installed for the Event, planning approval and Building Control Consent may be required.
- 17.6 The Event Organiser is responsible for ensuring all necessary consents are in place.
- 17.7 Further information can be obtained from:
  - 17.7.1 Planning - <https://eastdevon.gov.uk/planning/planning-permission/do-i-need-planning-permission/>
  - 17.7.2 Building control - 01395 517482 or [buildingcontrol@eastdevon.gov.uk](mailto:buildingcontrol@eastdevon.gov.uk)

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### **18. VEHICLE ACCESS AND PARKING**

- 18.1 The Event Organiser may access the Premises with vehicles as required, for the specific purpose of conveying goods and equipment for the site – unloading and loading only. Once a vehicle is unloaded / loaded it must be driven off site.
- 18.2 The Event Organiser shall not park any vehicles on the site unless authorised by the Council. Public parking is in the nearest available car park and must follow the Pay and Display policy. Any requests for vehicles to remain on site for the duration of the Event must be made to StreetScene no later than 5 working days prior to the Event
- 18.3 Where applicable, vehicle access must be kept to a minimum and follow designated pathways, leaving and entering the Premises via drop kerb access. It is the Event Organiser's responsibility to ensure that all persons attending are made aware of the above conditions regarding vehicle access.

### **19. SERVICES, GENERATORS AND ELECTRICAL INSTALLATIONS**

#### **19.1 Utilities**

- 19.1.1 The Event Organiser shall not connect to any electricity, water or gas supply on the Premises without the prior consent of the Events Team.

#### **19.2 Generators**

- 19.2.1 The Event Organiser shall obtain the prior written approval from Streetscene for the use of generators at the Event and ensure that they are operated in a safe manner. All generators shall be silent running.

#### **19.3 Electrical installation**

- 19.3.1 All electrical installations at the Event shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994 and will be installed by a qualified electrician

### **20. TOILET FACILITIES**

- 20.1 The Event Organisers shall provide appropriate numbers and types of toilets for the anticipated number of people at the Event. Such facilities should include a sufficient number of fully accessible wheelchair friendly units.
- 20.2 Event Organisers should follow the guidance and recommendations set out in the Purple Guide
- 20.3 All foul water or effluent is to be disposed of properly and should not be allowed to enter or pollute any watercourse crossing or on adjacent land.

### **21. CONTACT DETAILS**

- 21.1 If required by Streetscene the Event Organiser shall make contact with local residents to inform them of key event arrangements which may impact on them such as parking, access noise etc.) and provide them with a contact number for the Event Organiser who they can contact to register any issues during the Event.

# East Devon District Council Events

## Conditions of Hire



### **22. ADDITIONAL REQUIREMENTS FOR CERTAIN TYPES OF ACTIVITIES ON THE PREMISES**

Where the Event involves any of the following activities, the Event Organiser shall comply with the additional obligation outlined below:

#### **22.1 BOUNCY CASTLES AND INFLATABLES**

- 22.1.1 The Event Organiser shall comply with and ensure that operators of bouncy castles and inflatables comply with all guidance and relevant legislation in respect of operation of bouncy castles and inflatables at the event including but not limited to HSE safety advice and guidance.
- 22.1.2 For more information on inflatable Device Guidance please see the following websites:  
<http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
- 22.1.3 Where an inflatable or bouncy castle is used as part of an event the Event Organiser shall ensure that the operator has Public Liability Insurance Cover of a minimum of £5 million pounds for each claim. The Council reserves the right to require a higher limit if in the Council's absolute discretion it is deemed necessary.

#### **22.2 FAIRGROUND RIDES, AMUSEMENTS AND OTHER MECHANICAL RIDES**

- 22.2.1 The Event Organiser shall comply with and ensure that operators of fairground rides, amusements and other mechanical rides comply with all guidance and relevant legislation in respect of operation of funfairs and amusements at the Event including but not limited to HSE guidance given in the publication Fairgrounds and Amusement Parks – Guidance on Safe Practice
- 22.2.2 For more information on fairground rides, amusements and other mechanical rides please see the following website <https://www.hse.gov.uk/entertainment/fairgrounds/index.htm>
- 22.2.3 Where a funfair or amusements are operated as part of an Event the Event Organiser shall ensure that the operator has Public Liability Insurance Cover of a minimum of £10 million pounds) for each claim. The Council reserves the right to require a higher limit if in the Council's absolute discretion it is deemed necessary.

#### **22.3 BALLOONS AND SKY LANTERNS**

- 22.3.1 The Event Organiser shall not allow the organised or intentional release of balloons or sky lanterns at Events.
- 22.3.2 Any balloons sold at the Event should be biodegradable.

#### **22.4 ANIMAL EXHIBITION AND PERFORMANCE**

- 22.4.1 No exhibition performance or entertainment involving animals shall be permitted at the Event without the prior written approval of the Council which may be withdrawn at any time prior to or at the Event if deemed appropriate by the Council in its absolute discretion.
- 22.4.2 Events using animals must comply with the RSPCA's Guidelines for the Welfare Of Performing Animals
- 22.4.3 For information please see  
<https://www.rspca.org.uk/webContent/staticImages/Performing/GuidelinesForWelfare.pdf>
- 22.4.4 No person shall exhibit or bring to the Event any performing animal unless they are licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.

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- 22.4.5 The Event Organiser shall at all times be the party responsible for the animal including but not limited to the welfare of the animals, which are to be transported, housed, fed and displayed to the public in a manner suitable and appropriate to the animals' needs and bide and in accordance with the obligations and the duty of care imposed on him by the Animal Welfare Act 2006.
- 22.4.6 The Event Organiser shall at all times allow officers of the Council, persons authorised by the Council and / or the RSPCA to inspect the conditions of transit, accommodation, exhibition and performance, and the welfare of animals being held at the Premises.
- 22.4.7 If the Council incurs any expenses, either directly or indirectly, resulting from the use of animals at an Event, the Council shall be entitled to set these costs off against any monies it may hold or to claim these expenses from the Event Organiser as a debt.
- 22.4.8 Where the Event is exhibiting or using animals or other living creatures at the Event Organiser shall ensure that the Public Liability Insurance Cover is endorsed to reflect that the cover extends to the use of the relevant animals and creatures.

### **22.5 ADDITIONAL REQUIREMENTS FOR EVENTS ON THE STRAND, EXMOUTH**

- 22.5.1 In regards to events in the Strand Gardens, Exmouth, at least 6 foot of clearance should be left of the war memorial and a clear path should be left to allow visitors to visit it. Nothing should be placed or tied to the memorial.
- 22.5.2 No inflatables are to be placed on the Strand in any circumstances.
- 22.5.3 Any markets being held in Strand Gardens (The Strand) need to provide either silent generators or arrange for the use of electric through Exmouth Town Council. They can be contacted on 01395 276167.
- 22.5.4 Markets and Charity events being held in Strand Gardens need to set up to include the surrounding shops. This will mean having stalls back to back where possible to avoid the back of stalls facing the shops. The shops should also not be overlooked or shadowed.
- 22.5.5 Goods sold on the Strand (with the exception of a Sunday) should be of excellent quality and should not be classed as second hand or bric-a-brac.

### **23. MISCELLANEOUS**

#### **23.1 Data protection**

- 23.1.1 The Event Organiser shall ensure that it complies with the requirements of all legislation and regulatory requirements relating to the use of personal data and the privacy of electronic communications, including the Data Protection Act 2018 and the General Data Protection Regulation ((EU) 2016/679)

#### **23.2 Force majeure.**

- 23.2.1 Neither party shall be in breach nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **23.3 Severance**

- 23.3.1 If any provision or part-provision of these terms and condition is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

# East Devon District Council Events

## Conditions of Hire

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### 23.4 Contracts (Rights of Third Parties) Act 1999

23.4.1 Notwithstanding any other provisions herein contained noting in this Agreement for Hire confers or purports to confer any right to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not a party hereto.

### 23.5 English Law

23.5.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.

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**Failure to adhere to any of the above conditions may result in the Event Organiser being refused the use of the site and / or refused future bookings / evicted from site.**

By signing below, the Event Organiser states that they have read the Conditions of Hire and agree to comply with all conditions set out therein.

Organisers Name ..... Event  
Name.....

Signed ..... Date  
.....

### Contact Details

StreetScene Events Team  
East Devon District Council Camperdown Depot  
Camperdown Terrace  
Exmouth  
Devon  
EX8 1EJ

Email: [events@eastdevon.gov.uk](mailto:events@eastdevon.gov.uk)  
Telephone: 01404 515616