

Insert Name & Address

Date:

Dear

LETTER OF AGREEMENT

Thank you for your application for the below named event which we are happy to confirm subject to the terms and conditions detailed below. Please sign and return this letter of agreement as confirmation that you wish to proceed.

Event Name: Festival A

Organisation: Event Organiser B

Date(s): 25/08/2024 (set up) 26/08/2024 (event day)

Time: 11:00 – 22:00

Location: C Park

Cost: £150 (site fee) + £50 (on call fee) + VAT = £200 + VAT

Terms and Conditions

1. Your appointment of a sufficient number of people to supervise the event in the interests of public safety.
2. Your acknowledgement and undertaking that you and all those involved in organising the event will observe any directions given by Council events staff
3. Your organisation taking out public liability insurance in the sum of £5 million, and producing the insurance policy for inspection at least 14 days prior to the event being held. Furthermore, your agreement to be responsible for, and release from and indemnify the Council against:
 - (i) all liability for death or personal injury (other than liability for death or personal injury resulting from the Council's negligence)
 - (ii) loss of/or damage to property
 - (iii) any other loss, damage, costs and expenses which may arise in consequence of this permission to the extent that death, injury, loss, damage, costs or expenses are caused. This Agreement is given notwithstanding any supervision given or approval expressed by the Council
4. Your undertaking that the site will be left in a clean and tidy condition and all event infrastructure and equipment removed immediately after the event.
5. Your undertaking to comply with the Special Conditions set out below.

5. Your acknowledgement that a copy of this letter, signed by you, shall be treated as a formal agreement, binding on you.

SPECIAL CONDITIONS

- 1) No fly posting and no posters, bills or other advertisements in connection with the event will be posted or affixed in any part of the council land except on authorised billboards or hoardings and subject to the consent of the owners thereof. A breach of this will result in a fixed penalty notice being issued.
- 2) The Council reserves the right to charge the hirer for the cost of any reinstatement works required to the area caused by the event or if any additional cleaning up work is required to be undertaken by the Council after the event.
- 3) The hirer is responsible for the collection and disposal of all rubbish.
- 4) The Council will accept no liability (other than for death or personal injury caused by negligence of itself or its employees or servants) for any loss, damage or injury to any person or property however caused or arising and shall not be liable for any indirect or consequential loss whatever or however caused.
- 5) A valid Street Collection License must support any charity collections,
- 6) If applicable, the Event Organiser will ensure that the terms & conditions in the Street Traders Consent are observed.
- 7) Where third parties such as caterers will be trading at the event it is the organiser's responsibility to provide the Council with the necessary documentation **X** working days prior to the event. Failure to provide this may result in refusal of the trader to the event.
- 8) All on-site caterers must provide certification in advance to confirm that their structures are fire retardant.
- 9) All on-site caterers and traders must provide risk assessments for their working practices, in advance.
- 10) All on-site caterers must provide suitable firefighting equipment, tested in date.
- 11) Where electricity is not available, the use of diesel generators is permitted only if they are properly segregated from public access and have sufficient drip trays.
- 12) The organiser must ensure that any sound amplification on the site will not exceed the level sufficient to cause a statutory noise nuisance (up to 65 dba depending on background noise levels) and must regularly monitor the noise levels on the site.
- 13) The organiser must consult with and obtain agreement from the Council's Traffic Management Team on any plans which will affect the highway.
- 14) The organiser must comply with all statutory and other requirements relating to public safety including the guidelines set out in the HSE Event Safety 'Purple Guide' and any other requirements of the Council and the Fire Authority.
- 15) If deemed necessary by the Council, a Safety Advisory Group (SAG) meeting will be held involving the organiser, Police, Ambulance and other appropriate bodies.
- 16) Cancellation of the event within 28 days' notice of the event will result in 50% of the fee being charged and the full fee being charged if cancelled within 10 days of the event.
- 17) The event organiser is responsible for obtaining any relevant Phonographic Performance Licence (PPL) or Performance Rights Society (PRS) licences, authorising any public use of sound recordings which are to be played at the event and to cover the performance of any musical works at the event, either on individual stands or throughout the event as a whole, in accordance with the terms of the Copyright Designs and Patents Act 1988.
- 18) The organiser is responsible for putting a plan in place for any emerging infectious disease of public health significance if there is an increase in risk or changes to national guidance.
- 19) The organiser must adhere to all conditions of the premises licence.

20) There can be no release or mass release of balloons or sky lanterns on council land.

On signing of this agreement, the Council will raise the invoice for your event which must be paid within 14 days of receipt and before you come onto site if sooner. Once this fee is paid it will be non-refundable except in exceptional circumstances.

Please signify your agreement to the above by completing the section below and returning one signed copy of this Letter of Agreement to **insert email address**

Yours faithfully

The Events Team

I AGREE TO THE ABOVE TERMS AND CONDITIONS ON BEHALF OF:

Signed

Status

Date

Please carry a copy of this signed letter of agreement, at all times during the event. You may be asked to produce this letter as evidence that the event has permission to take place. Failure to do so could lead to the event being refused or stopped.