

SAMPLE LICENCE

THIS LICENCE is made on the Xth day of XXXX 2024

BETWEEN

- (1) **THE COUNCIL** of the XXXXXXXX ("Council") and
 (2) **B FESTIVAL ORGANISER** (COMPANY NUMBER) ("Licensee")

NOW IT IS AGREED:-

1. DEFINITIONS AND INTERPRETATION

In this Licence

- 1.1 **"DEFINE EVENT"** means that Music Festival Weekender is a family music event with bands, entertainment, traders, caterers, workshops and a funfair.
- 1.2 **"Force Majeure Event"** means any circumstance not within the Council's reasonable control including, without limitation:
- 1.2.1 acts of God, flood, drought, earthquake, high tide, storm surge or other natural disaster;
 - 1.2.2 epidemic or pandemic;
 - 1.2.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations;
 - 1.2.4 nuclear, chemical or biological contamination or sonic boom;
 - 1.2.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - 1.2.6 collapse of buildings, fire, explosion or accident;
 - 1.2.7 any labour or trade dispute, strikes, industrial action or lockouts;
 - 1.2.8 non-performance by suppliers or subcontractors; and
 - 1.2.9 interruption or failure of utility service.
- 1.3 **"Licence Fee"** means the sum of X THOUSAND POUNDS PLUS VAT (£X+VAT).
- 1.4 **"Licence Period"** means the period commencing at 06:00 hours on X and ending at 15:00 on X
- 1.5 **"Operating Period"** means the period commencing at 14:00 on 28th X and ending at 21:00 on X 2024.
- 1.6 **"Necessary Consents"** means all planning permissions and all other contents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the purpose of this Licence and the Permitted use.
- 1.7 **"Permitted Use"** means the use of the Site by the Licensee as a DEFINED EVENT as per 1.1 together with the right but only during the Licence Period:

- 1.7.1 to erect and bring onto the Site such mechanical rides, stalls and ancillary structures and equipment reasonably necessary for the proper enjoyment of the Permitted Use;
 - 1.7.2 immediately following the end of the Operating Period of the Licence to dismantle and remove any such mechanical rides, stalls and ancillary structures, vehicles and equipment from the Site.
- 1.8 **“Site”** means such part of the land at ABC event area, as the Council may allocate in writing to the Licensee for the purposes of the Permitted Use and as identified on the plan attached at **Schedule 2**.
- 1.9 Words importing one gender shall be construed as importing any other gender.
- 1.10 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.11 References to persons shall include bodies corporate;
- 1.12 All payments required by virtue of this Licence shall where applicable be subject to payment of Value Added Tax;
- 1.13 The clause headings do not form part of this Licence and shall not be taken into account in its construction or interpretation.
- 1.14 Any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
- 1.15 Unless the context otherwise requires, references to clauses and the Schedule are to the clauses and the Schedule of this Licence and references to paragraphs are to paragraphs of the Schedule.

2. GRANT OF LICENCE

- 2.1 In consideration of payment to be made by the Licensee as set out in clause 3 and subject to the Licensee complying fully with the obligations and conditions in this Licence, the Council grants the following rights to the Licensee: -
- 2.1.1 during the Licence Period the right for the Licensee to enter upon and use the Site for the Permitted Use to include all access to make all necessary preparations for the [Defined event] and to ensure clearance and reinstatement of the Site.
 - 2.1.2 during the Operating Period to permit members of the public and all other persons duly authorised by the Licensee to enter upon and use the Site for all purposes in connection with the Permitted Use.
- 2.2 The term “Licensee” will include the Licensee’s employees, agents and sub-contractors including organisers of the Defined Event.

3. DURATION OF THE LICENCE AND PAYMENT

- 3.1 This Licence will commence on xxx 2024 and end at the end of the Licence Period unless terminated earlier in accordance with the terms of this Licence.

- 3.2 The Licensee will pay to the Council in respect of the rights granted by this Licence the Licence Fee no later than seven calendar (7) days prior to the Defined Event.

4. THE LICENSEE'S UNDERTAKINGS

The Licensee hereby agrees with the Council as follows: -

- 4.1 to pay the Licence Fee in accordance with the above provisions;
- 4.2 that the Defined Event will operate and be open to members of the public only during the Operating Period;
- 4.3 not to enter the Site before the commencement of the Licence Period for the Site and to vacate the Site no later than the end of the Licence Period;
- 4.4 not to permit members of the Public to enter the Site except during the Operating Period;
- 4.5 to observe and perform the conditions set out at Schedule X of this Licence;
- 4.6 to comply with all reasonable instructions given by the Council in relation to the operation of the [Defined Event] in accordance with the conditions contained within this Licence;
- 4.7 to observe all statutory and other provisions, byelaws and regulations for the time being in force and applicable to the Site and in particular not to use the Site for the Permitted Use until the Licensee has produced to the Council for inspection safety certificates normally issues to members of the Showmen's Guild of Great Britain for each mechanical ride to be used on the Site, a Performing Rights Society Licence and all other licences necessary to enable the Permitted Use to take place; and
- 4.8 to follow and observe the guidance in the Council's published Events Policy and Guidelines in organising outdoor events, a copy of which is attached to this Licence and which shall be read and construed as forming part of this Licence insofar as it does not conflict with the provisions contained in this Licence in which case the provisions in this Licence shall prevail.

5 THE COUNCIL'S UNDERTAKINGS

The Council agrees with the Licensee to permit the Licensee peaceably and quietly to hold and enjoy the Site for the Permitted Use during the Licence Period without any interruption or disturbance from or by the Council or any person claiming under or in trust for the Council.

6. PROVISOS

6.1 If and whenever during the Licence Period:

- 6.1.1 there is a breach by the Licensee of any of the Licensee's Undertakings or other term of this Licence; or
- 6.1.2 the Licensee (being an individual) becomes bankrupt; or
- 6.1.3 the Licensee (being a limited company) enters into liquidation whether

compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company); or

- 6.1.4 has a receiver or administrative receiver appointed; or
- 6.1.5 the Licensee enters into an arrangement for the benefit of its creditors; or
- 6.1.6 the Licensee has any distress or execution levied on its goods.

The Council may serve on the Licensee notice immediately determining this Licence or may re-enter a Site or any part of it in the name of the whole at any time (and even if a previous right of re-entry has been waived) and then the Licence Period will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Council against the Licensee in respect of any breach of undertaking or other term of this Licence

7. INDEMNITY AND INSURANCE

- 7.1 The Licensee will fully indemnify and keep the Council fully indemnified against all actions, claims, costs including legal costs, demands, charges, expenses and liabilities arising out of or in connection with this Licence and the holding of the [Defined Event] on the Site to the extent that neither the Council nor any of its officers, employees, servants or agents shall be subject to any liability which it or they would have been subject had this Licence not been granted.
- 7.2 Without prejudice to the Licensee's liability under clause 4.1 the Licensee will obtain and maintain: -
 - 7.2.1 a Public Liability insurance policy against all risks including third party in an amount not less than X MILLION POUNDS (£X,000,000.00) in respect of any one event or series of events arising from any one event unlimited until the end of this Licence, in terms to be approved by the Council with an Insurer of repute; and
 - 7.2.2 at minimum the level of Employers Liability Insurance required by law;
 - 7.2.3 such other insurance policies in such sums as is deemed prudent in all circumstances by the Licensee, for example to cover its goods and vehicles.Such policy shall include the following: -
 - 7.2.4 identify the Council as owner of the Site and be in some insurance office or with underwriters to be approved in writing by the Council;
 - 7.2.3 incorporate an "Indemnity to Principals" clause; and
 - 7.2.4 not later than X () working days before the commencement of the Licence Period be produced by the Licensee to the Council.
- 7.4 to cause all monies received by virtue of such insurance (where the insurance money is paid in respect of any damage to property belonging to the Council) to be paid direct to the Council by the Licensee's insurer (or within x calendar days of receipt by the Licensee in the event of any such insurance monies having been paid direct to the Licensee).

7.5 Notwithstanding clause 4.2 hereof the Licensee will be responsible for and keep the Council indemnified against all damage of any description which may occur to the Site or any part thereof or to other property of the Council arising directly or indirectly out of or on account of the grant of this Licence by the Council or the exercise (whether negligent or not) of the rights granted to the Licensee or any person employed by the Licensee. Notice of such damage must be received by the Licensee in writing within xx days of the Event.

8. PERFORMANCE LICENCES AND COPYRIGHT (WHERE APPLICABLE)

8.1 The Licensee is responsible for obtaining a Licence from Phonographic Performance Licence (PPL) authorising any public use of sound recordings which are to be played 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.

8.2 The Licensee is responsible for obtaining a Licence from the Performance Right Society Limited to cover the performance of all musical work in the repertoire of that Society.

8.3 The Licensee is responsible for ensuring that it does not infringe a copyright or any other intellectual property right effective during the Event. The Council will not have any liability for any such infringement by the Licensee.

8.4 The Licensee will at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Council against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Council or its officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Council as a result of any failure by the Licensee to comply with its obligations under this clause.

8.5 The Licensee will at all times whether during or after termination or expiry of this Licence indemnify and keep indemnified the Council against any material adverse reputational damage as a result of any failure by the Licensee to comply with its obligations under this clause.

8.6 If the Event includes child performers of statutory school age a letter of exemption must be produced from the child's home local authority stating a child performance licence is not required; otherwise, each child must have a copy of their performance licence. Chaperones looking after the children should also produce a copy of their registration; they must not look after more than 12 children each or have any other duties. All documentation must be obtained by the Licensee and produced to the Council at least 14 days before the Event commences.

9. TERMINATION

9.1 The Council will terminate this Licence by written notice and, if applicable, expel the Licensee from the Site if any of the events specified in clause 9.2 occur. No period of notice will be required but the notice will state the date on which it is to take effect.

9.2 The events referred to in clause 9.1 are: -

9.2.1 the Licensee has failed to observe or perform any of its obligations under this Licence;

9.2.2 (if an organisation) the Licensee makes any arrangement with its creditors or is subject to winding up or dissolution, or has an administrator, administrative receiver, receiver or liquidator appointed;

9.2.3 (if an individual) the Licensee makes any arrangement with its creditors or is declared bankrupt or adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 or dies.

9.3 The Council reserves its right to terminate this Licence at will by giving the Licensee 48 hours written notice.

10. COMPLIANCE WITH LEGISLATION

10.1 The Council has obligations and duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (each as amended and superseded from time to time).

10.2 The Licensee will facilitate the Council's compliance with the Council's obligations under these provisions and comply (at its own cost) with any reasonable request from the Council for that purpose. The Licensee understands and agrees that the Council may be required to provide information relating to this Licence or the Licensee to a third party in order to comply with its obligations under these provisions.

11. HEALTH AND SAFETY

11.1 The Licensee will notify the Council immediately in the event of any incident occurring during the [Defined Event] where that incident causes any personal injury or damage to property and if requested by the Council will provide a copy of the incident investigation report.

11.2 The Licensee will comply with the requirements of the Health and Safety at Work etc. Act 1974, its subordinate regulatory framework and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons who may be affected by the Licensee's operations under this Licence.

11.3 The Licensee will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) and any safe systems of work or health and safety assessments and procedures are made available to the Council on request.

11.4 The Licensee will carry out a risk assessment before the [Defined Event] and provide a copy of the risk assessment (or a summary of it if it is unable to be released for any justifiable reason) to the Council.

11.5 The Licensee will fully indemnify and keep the Council fully indemnified against all actions, claims, costs including legal costs, expenses and liabilities arising under statute or common law from injury to or the death of any person insofar as they arise from matters pertaining to this Licence or as a result of any act, omission, default or negligence by the Licensee or its employees or agents, except and to the extent that such death or personal injury arise out of any action, omission, default or negligence of the Council, its employees or agents.

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 This Licence is personal to the Licensee and the Licensee may not assign, transfer or in any other way deal in or dispose of its rights or obligations under this Licence or any part of it.

12.2 The Licensee may not sub-contract the whole or any part of its obligations under this Licence without the prior written consent of the Council. Sub-contracting will not relieve the Licensee of any obligation or duty attributable to the Licensee under this Licence. The

Licensee will be responsible for the acts omissions defaults and negligence of its sub-contractors as though they are its own.

- 12.3 The Council may assign, transfer or otherwise deal in or dispose of its part under this Licence and will notify the Licensee in writing in any such event.

13. ENTIRE AGREEMENT

- 13.1 This Licence and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this Licence.

- 13.2 The Licensee acknowledges and agrees that in entering into this Licence, it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Licence or not) other than:

- (a) as expressly set out in this Licence or the documents annexed to it; or
- (b) in any written replies which the Council has given to any written enquiries raised by the Licensee before the date of this Licence.

- 13.3 Nothing in this clause will, however, operate to limit or exclude any liability for fraud.

14. INDIRECT OR CONSEQUENTIAL LOSS

- 14.1 The Licensee acknowledges that the Council shall not have any liability to the Licensee, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this Licence.

15. FORCE MAJEURE

- 15.1 to perform, any of its obligations under this Licence if such delay or failure result from a Force Majeure Event or any other events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for one week, the Council may terminate this Licence by giving 24 hours' written notice to the affected party

- 15.2 Notwithstanding clause 14.1 above, each party will put in place a contingency plan to avoid, where reasonably possible, being prevented from performing its obligations under this Licence by a Force Majeure Event, will notify the other party of the Force Majeure Event promptly and will use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

16. NECESSARY CONSENTS

- 16.1 The Council gives no warranty that any property possesses the Necessary Consents for the purpose of this Licence

- 16.2 [The Licensee shall apply and obtain all Necessary Consents which may be required from time to time in connection with this Licence and not to do anything that will or might constitute a breach of any Necessary Consents in respect of this Licence or which will or might vitiate in whole or in part any insurance effected by the Council from time to time]

17. NOTICES

- 17.1 A notice given by a party to a party under or in connection with this Licence will be in writing and delivered by hand or sent by pre-paid first class post or other next working day delivery service (providing proof of postage or proof of delivery) or by facsimile transmission, to the address given on the first page of this Licence for the party, or to such other address as is notified by a party from time to time.
- 17.2 Any notice or communication will be deemed to have been received: -
- a) if delivered by hand: when left at the relevant address referred to in this clause or when the Council hands it to the Licensee's authorised representative on the Site during the Event;
 - b) if sent by pre-paid first-class post or other next working day delivery service: at 12 noon on the second working day after posting;
 - c) if delivered by commercial courier: on the date and at the time that the courier's delivery receipt is signed;
 - d) if sent by facsimile: on confirmation of successful transmission to the address referred to in this clause.

18. DISPUTES

The parties will attempt in good faith to negotiate a settlement to any claim or dispute between them arising out of or in connection with this Licence. If the matter is not resolved by negotiation the parties will refer the dispute to mediation in accordance with CEDR (Centre for Dispute Resolution) procedures. The parties reserve all their respective rights in the event that no agreed resolution shall be reached in the mediation referred to and neither party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such party's position while the mediation or other procedure is pending or continuing.

19. COUNCIL'S POSSESSION OF THE SITE

Possession of the Site remains vested in the Council subject only to the rights granted by this Licence and this Licence shall not confer on the Licensee any rights which may in law amount to a tenancy or agreement for a tenancy nor confer any other interest or right of the Licensee to possession of the Site or any part of it

20. SEVERANCE

- 20.1 Each clause or provision of this Licence will be separately construed. If any provision of this Licence or of any attachment hereto is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions of this Licence will continue in full force and effect.
- 20.2 In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of this Licence, the parties will immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability.

21. THIRD PARTIES

Except where expressly provided for in this Licence, the parties agree that a person who is not a party to this Licence may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

22. VARIATION

The terms of the Licence may be varied by agreement in writing between the parties.

23. WAIVER

23.1 The failure of the Council to insist upon strict performance of any provision of this Licence or the failure of the Council to exercise any right or remedy will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations under this Licence.

23.2 No waiver will be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of clause 12.

23.3 A waiver of any right or remedy arising from a breach of this Licence will not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Licence.

24. PREVENTION OF CORRUPTION

24.1 The Council may terminate this Licence and recover all its loss if the Licensee, its employees or anyone acting on the Licensee's behalf do any of the following things: -

- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Licensee does not know what has been done); or
- (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- (c) commit any fraud in connection with this or any other Council order or contract whether alone or in conjunction with Council Members, contractors, suppliers, or employees.

Any clause limiting the Licensee's liability will not apply to this clause.

25. GOVERNING LAW

This Licence will be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

SCHEDULE 1

Conditions to be observed and performed by the Licensee

1. **Health and Safety - Statutory and Regulatory Requirements and Event Management Plan**
 - i. the Licensee will produce an Event Management Plan (EMP) to be submitted to the SAG for comment should a SAG be deemed necessary
 - ii. the Licensee will notify the Council of any significant changes from the agreed version of the EMP prior to the event
 - iii. the Licensee will 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
 - iv. that if it is deemed necessary by the Council, a Safety Advisory Group (SAG), a meeting will be held involving the Licensee, Police, Ambulance and other appropriate bodies;
 - v. that it will provide a full safety plan and evacuation procedure to the Council at least two weeks prior to the event.
 - vi. that adequate arrangements will be made for securing the safety of those taking part in the Event and any other persons, and a marshalling plan will be submitted to and agreed with the Council at least x months prior to the Event.
 - vii. any events featuring alcohol sales or supply will submit a robust alcohol policy for the site to include a challenge 25 policy, staff training log, refusals / incident log and security policy.
 - viii. all drinks in the designated areas shall be served in plastic containers.
 - ix. that all electrical installations and equipment will comply with the require the Electricity at Work Regulations (1989) and the Licensee will provide the Council with a certificate supplied by an independent authorised electrical contractor following installation;
 - x. that a completion certificate will be provided to the Council for all temporary structures prior to the Event and this certificate must be issued by an appropriately qualified and competent person
 - xi. that any cables installed where vehicular access is required will be installed at a minimum height of 5.8 metres;
 - xii. that cables installed at ground level have cable protection and, where accessible by members of the public, e.g. walk through, will have the appropriate cable ramps installed
 - xiii. that distribution panels are appropriately positioned and protected so that they cannot be accessed by members of the public or any other unauthorised persons but are accessible by authorised persons for emergency isolation in the event of an emergency;
 - xiv. that a suitably qualified person will test the total electrical installation of the Event, and the required test certificates are issued to show compliance;
 - xv. that it will permit the Chief Constable of the Dorset and ABC Council Constabulary,
 - xvi. the Chief Fire Officer of the ABC Fire Service and the Council's XXXX, or such persons as are duly authorised by them, to enter upon the Site at all times during the Event;
 - xvii. that it will be responsible for crowd and traffic management and provide to the Council a detailed plan of the Site at least one month before the Event;

- xviii. that it will liaise with the Fire Authority and the Police Authority on all aspects of crowd and traffic management and comply with such conditions relating to public health and safety, fire prevention, providing adequate means of escape in case of fire and first aid, as the Council, the Fire Authority and the Police Authority may require
- xix. that it will at its own expense provide and maintain adequate safe and secure lighting during the times the Event is open to the public;
- xx. 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 10 working days prior to the Event, failure to provide this may result in refusal of the trader to the event

2. Noise & Nuisance

That the Licensee will not do or permit or suffer anything to be done on the Site which will be or may become a nuisance damage annoyance or inconvenience to persons using the Site or to occupiers of adjoining land or neighbouring premises and in particular will ensure:-

- i. that any generators used will be silent diesel and:-
- ii. that generators will be fuelled before the start of Defined Event and turned off during fuelling;
- iii. that fuelling will only be carried out by a fully trained and competent adult;
- iv. that spill mats will be provided and used during fuelling;
- v. that outlets will be protected by RCD (residual current device or circuit breaker);
- vi. that generators are placed securely inside a fenced area that cannot be accessed by unauthorised persons or members of the public;
- vii. that generators are well maintained, have no leaks and do not produce excessive fumes;
- viii. that generators with visible moving parts are not be permitted on Site;
- ix. the Licensee understands that the Council reserves the right to stop the Licensee from using and/or demand immediate removal of a generator from Site, if the Council at its sole discretion considers that the generator is unsafe and/or the Licensee does not comply with these terms or health and safety requirements generally;
- x. that any form of public address system will not be used before 11:00 hrs or after 20:00 hrs and will be kept at a reasonable level directed at the Defined event;
- xi. that suitable arrangements are made to the satisfaction of the Council for the collection and disposal of refuse generated by the Licensee;
- xii. that noise disruption will be kept to a minimum and that noise levels will be to the satisfaction of the Council
- xiii. that it will arrange for local residents to be notified of the Event at least seven days prior to the Event by letter containing a contact number for the Licensee or its nominated representative in the event of noise complaints, and that the Licensee or its nominated representative will be available on the Site at all times whilst the Event is open to deal with any such complaints;
- xiv. that it will liaise with the Council at all times regarding the Defined Event and noise and close down immediately any equipment that in the opinion of the Council's Service Director of Environmental Health and Consumer Services constitutes a noise nuisance;

- xv. that no loudspeaker will be used by or on behalf of the Licensee for the 2.0 jurisdiction of x Council or from any aircraft boat or other craft or vehicle;
- xvi. that there will be no movement of vehicles on or off the Site between the hours of 11:00 hrs and 20:00 hrs;

3. Premises and other Licences

- i. that the Licensee will comply with the conditions of the Premises Licence in relation to the provision of licensable entertainment activities as well as any policies implemented by the Council thereunder, at the expense of the Licensee - a copy of the Premises Licence conditions is annexed at Appendix 1;
- ii. that detailed Event management procedures will be submitted to the Council at least two weeks prior to the Event including lost child procedures;
- iii. that all security staff must be Security Industry Authority (SIA) registered. Copies of their registration cards must be supplied to the Council at least 48 hours prior to the Event;
- iv. General Obligations
- v. that the Licensee will at its own expense obtain all Necessary Consents
- vi. that it they will liaise with x Water Company for the supply of water to be provided on the Site to the satisfaction of the Council;
- vii. that they will dispose of sewage on the Site to the satisfaction of the Council and to ensure that no foul water is discharged into the surface water drains at the Site or any adjacent land;
- viii. make payment of any charges that may apply for parking in local car parks
- ix. that no gambling machines or similar devices will be permitted on any part of the Site;
- x. that the Council may in its absolute discretion prohibit the use on the Site of any device apparatus or exhibit and may reasonably stop any activities being undertaken on the Site and the Licensee will forthwith at its own expense remove anything from the Site if directed to by the Council;
- xi. that 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 X council land except on authorised bill boards or hoardings and subject to the consent of the owners thereof;
- xii. that no touting of any kind will be permitted;
- xiii. that no car parking will be permitted on the Site except where parking arrangements and conditions are agreed by the Council in writing at least seven days prior to the Event;
- xiv. that no release of balloons or sky lanterns will be permitted on Council land;
- xv. where the Event requires the use of the Council's electricity supply there will be a £xxx connection fee followed by £xx per day for usage,;
- xvi. that the hire and use of refuse bins from the Council will be at additional expense to the organiser;
- xvii. that should any Council call out services be required during the Event these will be at the expense to the organiser;
- xviii. that no overnight camping / sleeping will be permitted onsite;
- xix. that it will comply with the Licensing Act 2003 and the four licensing objectives.
- xx. that no leafleting will be permitted on the Site;
- xxi. Leaving the Site after the Event
- xxii. that it will, at the end of the Event:-leave the Site, and the vicinity thereof as far as practicable, in a clean and tidy condition free from all litter and refuse arising from the holding of the Event;
- xxiii. make all necessary arrangements to remove all litter and refuse at its own cost;

- xxiv. make good at its own cost any damage caused to the property of the Council to the reasonable satisfaction of the Council and that in the event of the Licensee failing to comply with the terms the Council may carry out or arrange for the carrying out of the necessary works and the Licensee will be liable for the costs incurred by the Council which the Council may recover from the Licensee as a debt

**Schedule 2
PLAN OF THE SITE**

SAMPLE

Appendix 1
PREMISE LICENCE