



Chichester District Council

Event Application Form

Name of events ChiCycle Pop-up Summer Mini Musical Eco-fair Events

Event locations Whyke Amphitheater, Oakland's Park, Florence Park

Event date(s) 2022: June 12th, July 17th, August 7th

Section One - Organiser Details

- Name of organisation ChiCycle
- Event organiser's name Mark Record
- Contact address 22 Barton Rd
Chichester
West Sussex
- Postcode PO19 3LJ
- Contact Tel No 01243 781445
- Mobile No N/A
- e-mail address mark.record@chicycle.co.uk

Section Two - Event Details (Please answer all relevant parts of this section)

Description of event proposed:

With the objective of promoting walking, cycling and active travel, ChiCycle plan to hold several pop-up mini eco-fair events this summer. These events will include performances from an eclectic mix of local music acts and provide opportunities for groups such as Transition Chichester and Ecochi to run small stalls promoting sustainable living. Need for motor vehicle dependency will be eliminated by having all equipment and musical instruments brought to venues using active modes of transport (such as cargo trikes/bikes).

These Pop-up eco-fairs will be advertised as family events that people can easily reach on foot or by bike.

ChiCycle are liaising with Richard Turnbull of Chichester Cycling Without Age to allow any mobility impaired attendees to catch convenient rides to and from the events by trishaw.

ChiCycle are also liaising with Richard Lanchester of Soundscape Solar Stage who is developing a pop-up mini music stage that can be shoehorned inside a Christiana Cargo Trike. Richard's pop-up stage uses e-bike technology to store solar and/or bike powered energy to power musicians electronic instruments and equipment.

We aim to locate all event venues within reasonably walkable distance of public loos. The cost of providing portable toilets would be prohibitively expensive for a small community run project and it is important we can maintain comfort for everyone in the audience.

To meet licencing requirements, ChiCycle will cap absolute maximum combined audience/organiser size to 499 people. However, ChiCycle do not foresee audience numbers exceeding 100 people at any of the event

- Date/time to enter site for preparation 12:30 pm
- Start time each day 2:00 pm
- Finish time each day 4:00 pm

• Date/time the site will be vacated after the event 5:30 pm

• Is this a (please mark one box only)

Charity event



Fund raising



Non-commercial



Community event



Commercial

• For Charity Event - Name of Charity ChiCycle

• Charity Registration Number ChiCycle intend to register as a charity in April 2022 and will advise CDC of registration number when our registration is completed.

• Is the event free?

Yes



No

If no, what is the admission price?

How is entry purchased?

• Maximum number of people likely to be present on site at any one time/session (including public, staff, steward, performers etc.):

1-499



500-999

1000 +

If more than 1000 please state: _____

• Do you intend to use the following:

Highway Directional Signs

Banners/Posters

(Planning consent may be required for advertising so organisers are advised to seek advice from the Planning Department before erecting signage)

• Please provide full details: _____

We do not intend to use either Highway Directional Signs or Banners/Posters

Note: The council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers. See section 11 'Advertisements' in the Council's Terms and Conditions

- Do you intend to utilise or permit any of the following activities or equipment at the event? If so, please mark (x) the appropriate boxes (Some of these may not be permitted at all sites).

Fireworks/pyrotechnics	<input type="checkbox"/>	Food/drink concessions*	<input type="checkbox"/>
Carnival/procession	<input type="checkbox"/>	Barbecue	<input type="checkbox"/>
Fairground equipment	<input type="checkbox"/>	Gambling/Raffles*	<input type="checkbox"/>
Aircraft/Drone	<input type="checkbox"/>	Re-enactment groups	<input type="checkbox"/>
Parachutists	<input type="checkbox"/>	Market stalls	<input checked="" type="checkbox"/>
Performances of dance	<input type="checkbox"/>	Lost children point	<input type="checkbox"/>
Hot Air Balloons	<input type="checkbox"/>	Stewarding/security	<input checked="" type="checkbox"/>
Horses/donkeys/other animals	<input type="checkbox"/>	P.A. System	<input checked="" type="checkbox"/>
Other motor vehicles	<input type="checkbox"/>	On-site communications	<input checked="" type="checkbox"/>
Alcohol *	<input type="checkbox"/>	Portable generator	<input checked="" type="checkbox"/>
Live entertainment *	<input checked="" type="checkbox"/>	Barrier/fencing	<input type="checkbox"/>
Films*	<input checked="" type="checkbox"/>	Portable staging	<input type="checkbox"/>
Inflatables (e.g. bouncy castle)	<input type="checkbox"/>	Marquees	<input type="checkbox"/>

Other (please specify):

PA system will be powered either directly from solar and/or bike dynamo power energy, or from solar/pedal-power stored in a small reservoir battery. Electricity will be safely and silently generated using a pedal powered generator. Community made films about sustainable transport and local living may be shown for education purposes. CDC documents advise that films for educational purposes do not require licencing. Please confirm that showing educational films about sustainable transport is approved of by CDC at this event.

ChiCycle would like to film, photograph and record the event, please provide written confirmation that CDC approve of this for promotion of walking and cycling in the Chichester area. We will also invite local press to publish and perhaps even to broadcast from the event. Please also provide written confirmation that CDC approve of this taking place.

- * A Premises Licence or Temporary Event Notice under the Licensing Act 2003 may be required if your event includes, for example, the sale of any hot food or drinks between the hours of 23:00 and 05:00 or music, dancing, singing, showing of a film, performance of a play or sale of alcohol at any time.
<http://www.chichester.gov.uk/article/25491/Alcohol-licensing-advice-and-guidance>
 For Gambling, raffles etc. please see the Council's Terms and Conditions section12

Note: After this application has been submitted, no additional items may be included without the written consent of the Events Team.

- ChiCycle do not require any of the following.

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, times and which authorities have been contacted

N/A

- **Vehicles** - Do you require vehicles on site? Yes  No

Any vehicle entering and remaining on site during the event must be agreed with Chichester District Council. Please state below the reason required, type, colour and registration number of these vehicles. For overnight events please indicate vehicles that intend to remain on site. **Note: You will be asked to remove any vehicles if the Council has not received their details before the event.**

Many types and sizes of bicycle, tricycle, cargo bike, unicycle trishaw are likely to attend the events. These vehicles do not require (or have) registration number plates. These bicycle vehicles are required for moving people and equipment to the events. Please provide more details of how CDC would like the bicycles, tricycles, cargo bikes, unicycles to be identified.

- **Toilets** - You will be required to ensure that the toilet facilities are adequate for the size of event. Please submit your proposals and full details of what you intend to provide including any additional requirements for the use of public conveniences near to the place that the event is to take place. Guidance is available in the HSE Purple Guide which is available on <https://www.thepurpleguide.co.uk/>

All event locations are near to public facilities (please see accompanying document 2022-popup-minimusic-dates-and-locations.pdf

- **Water requirement** – If your event requires water, please indicate the supply source, its usage and whether you intend to attach temporary supply infrastructure to existing draw-off points if available within the site. (Please refer to the Council's Terms and Conditions clause 15.3 - 15.6)

ChiCycle do not intend to use piped water supply infrastructure at this event

- **Waste and Recycling** - Please identify the method to be used in order to ensure that the area is maintained free of litter:

The area will be de-littered after the event by picking up any of the rubbish that is left by audience and performers. Since the event will mainly be attended by environmentalists, it is envisioned the amount of litter that needs to be picked up will be minimal.

(Note: please refer to the Council's Terms and Conditions clauses 7.1 & 7.2)

It is the event organiser's responsibility to arrange removal of all rubbish from the site. You will not be permitted to use any existing council skip/litter bins etc. for disposal. We recommend that you have separate facilities for the disposal of recyclable materials and general waste. Chichester District Council is committed to reducing the use of single-use plastics and to achieving waste reduction and recycling targets set by central government. The Council aims to ensure all events conducted on its land

are participating in recycling where possible. Information about what can and cannot be recycled locally is available here: www.chichester.gov.uk/recyclingadvice . Chichester District Council offers a paid for Business Waste and Recycling Collection Service and are happy to offer advice or provide a quote for any event. For further information please email: wasteandrecycling@chichester.gov.uk .

- **Noise & Lighting** – Please identify all sources of noise and lighting at your event and how this will be monitored:

As this is a summer daytime event, ChiCycle have no intention of using artificial lighting.

Musicians will use either acoustic instruments, or battery powered electronic instruments/speakers.

Although the CDC Events Policy includes a table showing the location ChiCycle wish to use for the event, the “Music noise level” value is “currently being reviewed” and is not published. As no specific acceptable sound level is defined, and no guidelines are provided on where these readings should be made, music noise level will be assessed subjectively by the ChiCycle team. ChiCycle will engage with the community, informing them that a short music event will take place in the early afternoon. If there are strong objections to us holding a musical event at this location, ChiCycle will either cancel or relocate the event to another venue.

(Note: please refer to the Council’s Terms and Conditions clauses 7.14, 7.15 & 7.23)

There are a number of environmental factors that need to be considered including the visual impact of the lighting equipment during operations, the effect of light spillage on surrounding properties and into the night sky, the effect of the light on animal and plant species and the impact of noise, if required.

There is a legal duty to prevent public nuisance under the Environmental Protection Act 1990 and the Anti-Social Behaviour Act 2003. Applicants should take a proactive approach to prevent possible noise nuisance. Communication with residents, and providing an adequate response to their concerns, can prevent noise complaints.

The sources of noise giving rise to complaints from local residents vary considerably. For further information please email: EnvironmentalProtect@chichester.gov.uk

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 Insurance Officer. Under no circumstances shall this be less than £5 million and the Council reserves the right to require a higher limit if deemed necessary. Event Organisers will be required to produce evidence of their insurance cover before the due date. (Note: please refer to the Council’s Terms & Conditions section 14 ‘Indemnity and Insurance’)

ChiCycle have £10,000,000.00 of third party insurance cover for events such as the pop-up musical eco-fairs that promote walking and cycling in the community.

Section Four - Emergency Services

- Please indicate if you have contacted Emergency Services to be present at your event.

Police Fire Ambulance Service HM Coastguard

Based on the event risk assessment, please supply details of first aid cover to be provided:





The ChiCycle team have assessed the event will present low risk as it only involves an audience arriving by bicycle or on foot and listening to local musicians and/or visiting eco stalls. ChiCycle organisers will have mobile phones available so that in the event of a medical emergency, the ambulance services from nearby St Richards hospital can be immediately called. Everyone participating will be encouraged to check the road-worthiness of bicycles and cargo bikes/trikes they are riding to avoid traffic accidents as they go to and from the event.

As the risks of the event activities are extremely low and the event size is modest, we feel it is not appropriate to contact the emergency services in advance of the event.

Section Five - Essential Requirements

- A detailed site plan showing the positions of stalls, marquees, arena, exhibition units, vehicle parking etc. must be provided.
- In respect of races, walks etc., a detailed route plan showing the course and location of marshals, must be provided.

I have enclosed, where necessary, the following:

Documentation	Yes	No		Yes	No
Signed Application form		<input type="checkbox"/>	Insurance for event organiser		<input type="checkbox"/>
Site Plan/Route Plan		<input type="checkbox"/>	Risk Assessment*		<input type="checkbox"/>

* Please note that the receipt of your risk assessment is a requirement of the Council's regulatory interests and as the land owner only. It remains your sole responsibility to ensure that all health and safety matters are properly addressed and that risks have been properly assessed and any necessary safety measures employed to ensure that the event is compliant with health and safety laws.

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

For administrative convenience ChiCycle are combining application for using CDC land at four separate lactations and dates into one event application form

The dates and locations of these events are as follows

- **Whyke Amphitheatre Sunday June 12th**
- **Oakland's Park Sunday July 17th**
- **Florence Park Sunday August 7th**

All four pop-up events will be similar apart from dates and location so it seems reasonable we combine all into a single application. Please advise if CDC feel this is an acceptable way to progress with this application.

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

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

Signed Mark Record

Position Secretary for ChiCycle Date 24th May 2022

Data Protection Act 2018

The Hirer acknowledges that the Council as data controller pursuant to the Data Protection Act 2018 will retain personal information provided by the Hirer in the Event Application Form. The Hirer consents to this being retained and used for this purpose, and for such information to be retained only for as long as is reasonable. The Council will use the information only for processing the event application on the basis that such data is necessary for the performance of a task in the public interest.

I give consent for the Council to retain my details on a database and to contact me regarding any future proposals that may be of interest. [please tick box]



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

Events Team

Chichester District Council
East Pallant House, Chichester
West Sussex PO19 1TY

email to: events@chichester.gov.uk



Chichester District Council

Terms and Conditions for use of parks and open spaces

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 Chichester District 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 company or the representative of the organisation booking the Event and who is responsible for payment of the fees due under clause 2 below. This booking is personal to the Hirer and the agreement by the Council to hire the Venue may not be transferred or sublet to any other person.
- 1.6 “Divisional Manager for Culture and Sport” means the Divisional Manager for Culture and Sport for the Council or his/her duly authorised officer appointed from time to time.
- 1.7 “Venue” means the location booked for the event including the immediate surrounding area open to the public.
- 1.8 “Agent” means a third party invited to attend by the Event organiser. The organiser shall take full responsibility for the agent and their actions including the checking of their appropriate documentation.

2 Hire of Land Deposit

On receipt of the completed Event Application Form, the Event Organiser will be contacted by the Council and advised of the total amount payable. The Hirer must pay a booking deposit in the sum of £100 or 10% of the hire of land fee, whichever is the greater, to provisionally book the Venue.

3 Damage Deposit

A damage deposit amount will be payable to the Council depending on the size of the Hire. The required deposit amount as notified to the Hirer by the Council shall be paid by the due date. Following a satisfactory inspection of the site by the Council after the event, the deposit will be returned to the Hirer. Should any damage occur, the cost, as

certified by the Divisional Manager of Culture and Sport, 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 deposit shall be retained by the Council. The Council's valuation of any damage/loss is final. If damage exceeds the Damage Deposit then the Council will provide a breakdown of reasonable repair costs incurred and the difference will be invoiced to the organiser for recovery.

4 Final Payment

- 4.1 An administration fee is payable for all events regardless of size or type.
- 4.2 Payment of all fees and charges must be made in full by the Due Date. If payment is not received the Council shall have the right to cancel the booking.
- 4.3 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, etc. Those costs will be payable in addition to the hire of land charge and will be invoiced within 14 days of the end of the event.

Refusal of Booking and Cancellation

- 5.1 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.
- 5.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any fees paid on cancelling any hire but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 5.3 Cancellation of a booking by the Hirer must be made in writing to the Divisional Manager of Culture and Sport. The effective date of the notice of cancellation will be the date of receipt by the Council's Divisional Manager of Culture and Sport. If cancellation is within 14 days of the Event, all Fees shall be forfeited and the Hirer shall be liable to the Council for the whole charge together with any additional expenses incurred by the Council deducted from the Damage Deposit referred to in Section 3 of these Terms and Conditions.
- 5.4 Substitution and amendments required to the booking must be notified in writing to the Divisional Manager of Culture and Sport. The Council reserves the right either to cancel the booking or amend the hire fee as it considers appropriate in the circumstances. In the event of such cancellation, the Hirer shall be liable as stated in Clause 5.3.
- 5.5 The Hirer is solely responsible for ensuring that payments and all documentation required for the Hire is provided to the Council by the Due Date and the Council accept no responsibility for the non-arrival of application forms, remittances or cancellations after the Due Date.

6 Emergencies

The Council reserves the right to cancel any booking immediately in the event that the Venue is affected by an emergency of any kind and will refund any fees and charges paid to date.

7 Use of the Venue

- 7.1 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.
- 7.2 All general waste and recycling generated by the Event shall be removed from the Venue by the Hirer. Where practically possible, provision should be made for the separation and storage of general waste and acceptable recycling materials produced during the event.
- 7.3 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.
- 7.4 The Hirer's property and that of 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 Divisional Manager of Culture and Sport. The Council accepts no responsibility for any property left at the Venue before, during or after the hire period (see section 18)
- 7.5 If the Hirer fails to perform any of its obligations set out in Clauses 7.1 - 7.4, the Council reserves the right to perform any such obligations in default in which case any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer and deducted from the Hirer's damage deposit (see section 3)
- 7.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 7.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 7.8 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.
- 7.9 Where it has been necessary to make a road closure order the Hirer shall ensure that any road closure equipment is not moved and shall maintain the integrity of the closure.
- 7.10 The Hirer shall not interfere with or attach anything to any item of street or park furniture.
- 7.11 The Hirer shall not excavate or drill pinning holes into the land at the Venue without first obtaining the prior written consent of the Council.
- 7.12 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.
- 7.13 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, inflatables, rides and other entertainments (including PIPA and ADiPs certificates) prior to the event and

shall ensure that the operators of the rides comply with all statutory requirements and the guidance given on the Health & Safety Executive website:

www.hse.gov.uk/entertainment/fairgrounds/

- 7.14 Where high noise levels are expected during the event, a noise management plan is required with your application. This should outline controls to be implemented to control noise and eliminate nuisance. It is advisable to refer to more detailed guidance depending on the scale and timings of activities.
- 7.15 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. Any violation of this condition may result in closure of the event and a charge made to the organiser for additional officers time. The noise management plan must identify all noise sources and the hirer will need to monitor compliance at all times, including keeping a log of responses to any complaints received.
- 7.16 The event, its set-up and take-down must cease at the time agreed with the Council and must comply with section 7.15. Failure to comply with this condition may result in the refusal of future events.
- 7.17 The Hirer must ensure that toilet facilities at the venue are adequate for the number of attendees expected at the event.
- 7.18 The Hirer must ensure that general members of the public have unrestricted access to the permanent public toilet facilities in the area and, where necessary, provide additional facilities and servicing to cater for their event.
- 7.19 The sale or consumption of alcoholic drinks is strictly prohibited without the written prior consent of the DM of Culture and Sport. It is the responsibility of the Hirer to ensure that the appropriate licence has been obtained from the Councils Licensing Team. <http://www.chichester.gov.uk/article/25482/Alcohol-entertainment-and-late-night-refreshment-licensing>
- 7.20 The Hirer will not permit the operation or release of any high flying object, including, but not limited to drones, without the prior written consent of the Council, and the approval of the Civil Aviation Authority and Goodwood Airport.
- 7.21 The release of sky lanterns or balloons from Council-owned land is not permitted and should not be initiated by the Hirer or their guests in association with events held within the venue.
- 7.22 Where the event is likely to have an impact on traffic management within the vicinity of the venue, it is the responsibility of the Hirer to liaise with the Council's Car Park Services, WSCC (Public Highways) and the Sussex Police. The Hirer agrees to comply with any requirements regarding traffic management.
- 7.23 The Hirer agrees that where the Venue is to be used when it is dark they will provide appropriate lighting to cover all areas to which the public are admitted or have access. An exterior lighting plan should be submitted including the power source and any additional environmental controls.
- 7.24 The Hirer must identify any article of flammable or explosive character or that produces an offensive smell, CFC or any oil, electrical, gas or other apparatus within the Event Risk Assessment.

- 7.25 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. In addition, noise controls from generators must be appropriately addressed in accordance with clause 7.14 & 7.15.
- 7.26 The use of any public address system at the Event must be operated so as not to cause a noise nuisance in breach of clause 7.14 & 7.15. Any necessary licences must be obtained by the Hirer.

8 Right of Entry

- 8.1 Authorised Council officers shall be permitted entry to the Venue at all times during the period of hire.
- 8.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 8.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
- 8.4 Publicity material should indicate whether the event is suitable for children and if an adult needs to accompany them; or if children under a certain age are not allowed entry.

9 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 Venue without the prior 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 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 is to be displayed anywhere on the Venue or elsewhere in the City centre of Chichester until written consent has been granted by the Council to hire the land. All advertising material must be removed within 48 hours of the conclusion of the event.
- 11.2 Any contravention of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 or any amendments or variation thereto may be deemed a reason for the cancellation of the hire of land agreement. If there shall be any contravention of these requirements the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material as defined in section 3, Damage Deposit.

12 Permits and Licences

- 12.1 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 and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 12.2 If the Hirer is intending to use copyright music of any kind at their event (including live performances or recorded background music) they must ensure they have obtained the correct music licence from the Performing Rights Society for Music (PRS) and Phonographic Performance Limited (PPL) <https://pplprs.co.uk/>. A copy of the licence must be provided to the Council by the due date before the event can take place. If the required licence has not been obtained the Council reserves the right to cancel the booking.
- 12.3 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit, consent or other authorisation issued in respect of the Venue (e.g. Premises Licence or Temporary Event Notice, under the Licensing Act 2003).
- 12.4 The Hirer shall ensure that any temporary structure (e.g. tent, marquee, etc.) which is either enclosed or substantially enclosed (s2, The Smoke-free (Premises and Enforcement) Regulations 2006) displays the correct 'No Smoking' signs at the entrances and is smoke-free.

13 Health and Safety

The Hirer must comply with all health and safety instructions given by any suitably authorised officer of the Council. The Hirer agrees to undertake a risk assessment for the Event and shall 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. By receiving a copy of the Hirer's risk assessment the Council is not approving the assessment in the context of accepting it as a complete and accurate assessment for the event but merely that it satisfies the Council's land ownership and regulatory interests.

14 Indemnity and Insurance

- 14.1 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.
- 14.2 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 sustained by any person(s) in the Venue.
- 14.3 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.

- 14.4 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. The Council reserves the right to require a higher limit if deemed necessary.
- 14.5 It will be the Hirer's responsibility to ensure any exhibitor, sub-contractor, caterer or other third party which the Hirer has authorised to appear at the event has sufficient Public Liability Insurance.
- 14.6 Failure to provide proof of insurance cover as required under clauses 14.4 prior to the Due Date will lead to the cancellation of the Event.

15 Catering and water supply

- 15.1 All caterers at the event must comply fully with the requirements of The Food Safety & Hygiene (England) Regulations 2013 and the provisions referred to therein, and any amendments thereto and comply with all instructions given by any suitably authorised officer of the Council.
- 15.2 All caterers MUST be registered with their local authority and MUST have a Food Hygiene Rating of 3 or above. It is recommended that all caterers at the event are Members of the Nationwide Caterers Association or another similar organisation acceptable to the Council.
- 15.3 Any existing taps and standpipes on our land, (where the district council are the mains water company's customer) can be used as a source of potable water for the event. However, no pipework or other infrastructure must be attached to any of these draw off points without the prior permission of the Council. If agreement is granted by the Council for the connection of additional pipework/infrastructure to any of our draw off points, any such installations must comply with British Standard Code of Practice BS8551:2011 (Provision and management of temporary water supplies and distribution networks). If such a Temporary Supply is to be constructed, the Hirer will inform the mains water company and request that they undertake a "water fittings regulations inspection" prior to the event.
- 15.4 If the Hirer wishes to connect a standpipe and/or any form of temporary network to a mains water company's hydrant, they will need to seek authority from the mains water company and provide evidence on request to the council with details of the arrangement (standpipe hire agreement), in advance of the due date. The agreement must clearly state that the water is for drinking and/or food preparation purposes and is to be conveyed through a temporary water supply.
- 15.5 If water is to be delivered to site (in bowsers or tankers etc.) for distribution through a temporary water supply, the Hirer will first need to discuss such a proposal with an officer from the Council's Environmental Health Department. As the enforcing authority of the Private Water Supply Regulations, the Council will require the hirer to provide information, such as details of where the water is sourced from. Additionally the hirer will need to provide evidence that the water will meet the required drinking water standards. Additionally, the entire operation from the water source, to point of use, will need to conform with the British Standard Code of Practice BS8551:2011 (Provision and management of temporary water supplies and distribution networks). The District Council may

also inspect the Temporary Supply to check that it complies with the requirements of the Private Water Supply Regulations 2016 (as amended).

- 15.6 The Hirer shall ensure that any unwanted liquids are removed from site and not disposed of into the sewage system or on the venue unless given written permission from the Council to do so.

Failure to provide the Council with evidence on request or to follow appropriate legislation or regulations will lead to the cancellation of the event.

16 Charitable Collections

No collection may be undertaken unless a Street Collection Permit and the prior written consent of the council has been obtained

<http://www.chichester.gov.uk/article/25488/Charitable-collection-licences>

17 Gambling/Raffles

No gaming, betting or lottery may be undertaken unless the appropriate authorisation has been obtained. If the form of gambling to take place is considered exempt under the Gambling Act 2005, then prior written consent of the council is required.

<https://www.gamblingcommission.gov.uk/for-the-public/For-the-public.aspx> .

18 Property left at the Venue

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 and the proceeds of the sale of which shall be the Council's.

19 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 with full refund.

20 Safeguarding

Where the event is exclusively or primarily for children under 18 or vulnerable adults (as defined in the Care Act 2014), the hirer should have in place a Safeguarding Policy, and provide a copy to Chichester District Council. For any event, the Hirer should, in developing their risk assessment for the event (as outlined in Section 13 - Health and Safety), ensure that appropriate steps are taken to safeguard the welfare of children or vulnerable adults at the event.

21 Terrorism

Organisers should consider the advice on the NaCTSO (National Counter Terrorism Security Office) website covering the current National Threat levels and security/vigilance issues and take precautionary action as required. For details:

www.gov.uk/government/organisations/national-counter-terrorism-security-office

22 Data Protection Act 2018

The Hirer acknowledges that Council as data controller pursuant to the above Act will retain personal information provided by the Hirer in the Event Application Form and the Hirer consents to this being retained and used for this purpose and for such information to be retained only for as long as is reasonably. The Council will use the information only for processing the event application on the basis that such data is necessary for the performance of a task in the public interest