Event Application Form

This form is not confirmation of your booking

The Council reserves the right to refuse any application for the hiring of a Venue
It is advisable to read the full terms and conditions of hire before completing this application form.

Please find attached our event booking form. Please complete the booking form with as much detail as possible about your proposed event. This will enable us to assess your event, request any additional information and apply any relevant charges.

All required application documents must be received at least 6 weeks before the proposed event date or permission for your event WILL NOT be granted.

This email and attached event booking form is not confirmation of your booking. If additional documentation is not provided on request then the event will not be given permission to go ahead.
All events must abide by the Terms and conditions of hire.
Please see the link below which is a helpful guide to organising successful events.

All booking forms must be accompanied with the following current and valid documentation:

<table>
<thead>
<tr>
<th>DOCUMENT</th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>Full Event Management Plan.</td>
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<tr>
<td>Risk Assessments for all activity. (including site access and movement, site/event build/all event activities and breakdown of event)</td>
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<tr>
<td>Noise Management Plan</td>
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<td>Fire Risk Assessment.</td>
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<tr>
<td>Site Plan/Map</td>
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<tr>
<td>Public Liability Insurance.</td>
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<td>Employers Liability Insurance.</td>
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<td>Child Protection Policy.</td>
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<td>Health and Safety policy.</td>
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<td>Fair ADIPS (for any fairground rides).</td>
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<tr>
<td>Car Parking Restrictions.</td>
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<tr>
<td>Emergency Plan.</td>
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<tr>
<td>Waste Management Plan</td>
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</table>

It is the responsibility of the organiser to provide all of the required information by the agreed date before the planned event in order to confirm the booking. Bookings will only be confirmed on receipt of a completed booking form, all required documentation a signed Terms and Conditions agreement with agreed payment.
Name of Event:  

Event Location:  

Event Date(s):  

### Section 1  Organiser Details

1.1 Name of Organisation:  

1.2 Contact Name:  

1.3 Position in Organisation:  

1.4 Contact Address:  

1.5 Postcode:  

1.6 Tel No (daytime and evening):  

1.7 Tel No (evening):  

1.8 Mobile No:  
Section 2

Event Details

2.1 Description of event proposed and provide a site plan:

2.2 Has this event run previously?  Yes  No
2.3 Is this a...? (please tick one box only)

Charity fund raising event ☐ Private event ☐
Community event for all ☐ Commercial event ☐

2.4 If charity event, please provide name of charity:
Charity registration Number:

2.5 Will all income raised go to the charity concerned? Yes No
If no please give details:

2.6 Date and time to enter site for preparation:
/ / 20 am / pm

2.7 Start time each day: Finish time each day:
am / pm am / pm

2.8 Date and time the site will be vacated after the event:
/ / 20 am / pm

2.9 Is the event free? Yes No
If no, what is the admission price? £
If yes, is it ticket entry Yes ☐ No ☐

2.10 Approximate number of people expected to attend (how have you estimated this):
2.11 What would be your alternative location if your first choice is unavailable?

2.12 Do you consent to your event being advertised on the following websites? www.discovertelford.co.uk and/or www.telfordtownpark.co.uk [ ] Yes [ ] No

2.13 Do you intend to use the following:

- [ ] Highways directional signs
- [ ] Banners/posters/flyers

If yes, please provide full details eg when/where these are to be distributed:
(All promotional signage must be approved with Telford & Wrekin Council failure to do so will result in fixed penalty fines).

2.14 Do you require roads to be closed? Yes No

If yes, please complete and submit the application form at www.telford.gov.uk/roadclosures

2.15 Do you intend to utilise or permit any of the following at the event? Yes No

- [ ] Fireworks
- [ ] Carnival/Procession
- [ ] Fairground Attraction (ADIPS Required)
- [ ] Hot Food/Drink Concessions and Market Stalls (Food hygiene certificates and street trading licenses required.
- [ ] Parachutists
- [ ] Balloon Launch/Hot air Balloons
- [ ] Horses/birds or other animals  DEFRA requirements (May require performing animals registration) https://www.gov.uk/performing-animals-registration

FULL RISK ASSESSMENTS ARE REQUIRED FOR ALL ACTIVITIES
Motorcycles

Coconut Shy

Inflatable/Bouncy Castles (PIPA Certificates required See section 2.16)

Re-enactment groups

Indoor Sporting Events

Boxing/Wrestling/Marshal Arts

Cash Collections

Live Recorded Music (Premises License required Application process 4 weeks)

Live Entertainment (Premises License required)

Barrier/Fencing

Alcohol TENS license required. Application process 10 working days
http://www.telford.gov.uk/info/20363/alcohol_and_entertainment_licences/162/temporary_event_notice

Marquees CDM Regulations required See:

Portable Staging

Portable Generator

Power Supply

Bonfire/Barbecue

PA System (Full Sound management plan required)

Toilets

Temporary Lighting

Lost Child Point

On site control/Event communication

Electricity (Limited to some sites only)

Water Supply (Limited to some sites only)

Other – Please Specify __________
2.16 Please detail any temporary structures being erected eg platforms, stages, fencing, marquees, gazebo’s etc:
Please see CDM regulation guidelines
Safe working practice method statements required.

For inflatables please see the following guidance:
http://www.pipa.org.uk/publicbestpractice.pdf
http://www.hse.gov.uk/entertainment/fairgrounds/faqs.htm#inflatables

2.17 Please provide details of the number, weight and size of delivery vehicles and/or participating vehicles and whether they intend to remain on site overnight, please include information regarding any generators eg. petrol, diesel and how you intend to re-fuel:

2.18 Any special requirements being requested for the site (eg additional grass cutting, litter pick, emptying of bins, sweeping paths, etc). NB: Costs to be met by the hirer.

2.19 You will be required to ensure that the toilet facilities are adequate. Please submit details of your proposals (including cleaning arrangements), if toilets are hired, the name and address of the hire company:
2.20 Please identify the method to be used in order to maintain the area free of litter and refuse:

2.21 Will you be requiring car parking space?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>Approx number of spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>Event staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Public</td>
<td></td>
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</tbody>
</table>

If yes, please indicate on your site plan your proposed car parking area

2.22 How do you intend to manage the parking of these vehicles?

2.23 Please provide full details (including company name and contact details) of all trading stalls including: trade stands, refreshments and catering arrangements. All food and catering units must hold current valid Health, Hygiene and license certificates. (please provide copies)
Section 3
Emergency Planning

3.1 Has a Safety Advisory Group been informed/attended?  Yes  No
If yes, please provide details:
If no, how is Health & Safety being addressed for the event:

If your event will attract over 499 attendees then please confirm that you have advised the Event Safety Advisory Group (ESAG) on ESAG@telford.gov.uk

3.3 Please provide details of your stewarding/security staff arrangements:

3.4 Please provide details of your lost children procedure, Child Protection Policy and DBS information:

3.5 LIVE MUSIC
Please provide full details of your event noise management plan including noise monitoring and noise complaints
3.6 Please provide details of your waste management plan

Section 4
I can confirm that the information provided above has been completed to the best of my knowledge. If permission is granted for the event, I hereby agree to comply with the conditions set out in this form and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council. Also if event details change I will inform the Council of these changes.

Signature: .................................................................
Print Name: .................................................................
Date: .................................................................

To be signed and dated by the Event Organiser

Please remember this is not confirmation of your booking.

Please return this completed form, together with any relevant supporting documentation to: Oakengates Theatre @ the Place, theatre Square, Limes Walk, Oakengates, Telford TF2 6EP or email to events@telford.gov.uk

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS THE COUNCIL EXCLUDES AND DISCLAIMS LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE VENUE.

Privacy Notice under the Data Protection Act (General Data Protection Regulations from 26th May 2018)

Telford & Wrekin Council are collecting Personal Identifiable Information to enable us to provide you with reservation or event at the Oakengates theatre. We need to collect this information in order to arrange your event. This information is being processed under DPA – Schedule 2 (2a) (GDPR 2018 -Article 6 (1)b ).

Telford & Wrekin Council will not share any Personal Identifiable Information collected with external organisations unless required to do so by law. However, this information will be shared within Telford & Wrekin Council solely for the purpose of arranging an event. For further details on the council’s privacy arrangements please view the privacy page on the council’s website page.
Telford & Wrekin Council

Hire Agreement Terms and Conditions

Events in Parks and Open Spaces (Inc. Telford Town Park)

This Agreement is dated

PARTIES

(1) BOROUGH OF TELFORD & WREKIN of Darby House, Lawn Central, Telford, TF3 4JA (the Council).

(2) [ ] whose office is at [ADDRESS] (the Hirer).

1. Definitions

1.1 Conditions: Means these booking conditions which shall form part of the contract between the Council and the Hirer.

1.2 Deposit: a non-refundable deposit of [ ] or [ ] % of the Hire Charge.

1.3 Event: the event being the purpose of the hire is [ ]

1.4 Event Booking Form: An application form to be completed prior to entering into this Agreement.

1.5 Hirer: means the company or representative of the organisation booking the Event who provides all relevant paperwork and payment of all fees due under clause 3. This booking is personal to the Hirer and s/he may not transfer or sublet this consent to any other person or legal entity.

1.6 Hire Charge: is the fee payable for the hire of the Venue as set out in the Event Booking Form.

1.7 Hire Period: means the date(s) and time(s) for hire referred to in the Event Booking Form.

1.8 Statutory Nuisance: a nuisance covered by the Environmental Protection Act.

1.9 The Venue: means the Council’s land hired for the event [Address of the Council property being hired out].

2. Payment

2.1 If payment is not received 7 clear days prior to the Event the Council shall have the right to cancel the booking immediately and any sums paid (either as a Deposit or otherwise) will be forfeited by the Hirer and retained by the Council.

3 Deposit, Hire Charge and Additional Charges.

3.1 Bookings will not be confirmed until the receipt of these signed Terms and Conditions and the agreed deposit is paid.
3.2 Re-instatement of the venue and its facilities to an agreed standard are the responsibility of the hirer. Should the re-instatement not be to standard the council will carry out the re-instatement and the hirer will be charged for the cost of this service. An invoice will be issued and must be paid within 14 days of receipt.

3.3 The Hirer will be liable for the full cost of the provision of any additional services (where available) by the Council, e.g. electricity, water, marking of pitches, additional grass cutting etc. over and above the hire charge for the event. These services will be invoiced separately after the event and payment will be due within 14 days of receiving an invoice.

4 Cancellation by the Hirer

4.1 Cancellation by the Hirer of a booking must be in writing/email and the effective date will be the receipt of such information.

4.2 On cancellation of the booking the Hirer shall be liable to the Council for any additional expenses incurred by the Council. The Council will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation or termination of this Agreement.

4.3 Substitution and amendments of the nature of the booking must be notified in writing to the Council who reserves the right either to cancel the booking or amend the hire fee as they consider appropriate.

4.4 The Council accepts no responsibility for the non-arrival or non-receipt of Event Booking Forms, Deposits or notices of cancellations.

5 Cancellation by the Council

5.1 The Council reserves the right to cancel any booked period or Hire Period and to end the hire period at any stage by notice in writing.

5.2 The use of certain facilities during a hire period may be prohibited and/or varied by the Council at any time.

6. Limitation of Liability and Insurance

6.1 The Council shall not be liable to the Hirer (as far as permitted by law) for indirect special or consequential loss or damage in connection with this agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

6.2 The Hirer shall at its own expense take out third party liability insurance to cover loss of or damage to property (whether the Council’s or belonging to an individual) and injury or death of any person caused by the Hirer’s negligence during the hire period or in connection with it.

6.3 The Hirer should discuss with their insurance company the sufficient cover required for all aspects of the event in question.

6.4 The Hirer shall ensure that its contractors and agents are insured under the same insurance standards and requirements.
7 Use of the Venue

7.1 The Hirer agrees and understands that there are permitted hours for the provision of regulated entertainment. On signing this Agreement the Hirer accepts the responsibility to obtain all necessary performance and premises licenses and to be responsible for any license and performance fees.

7.2 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue and its immediate surrounding area is regularly litter picked during the Event. The Hirer shall further ensure that the Council’s obligations under the Environmental Protection Act 1990 are discharged.

7.3 All litter and refuse generated by the Event must be removed from the Venue and its immediate surrounding area within 24 hours of completion of the Event by the Hirer, at the cost to the Hirer.

7.4 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.

7.5 The property of the Hirer and the Hirer’s agents must be removed at the end of the period of hire or by a time and date to be agreed with the Council. The Council accepts no responsibility for any property left on the Venue before, during or after the Hire Period.

7.6 If the Hirer fails to perform any of its obligations set out in Clauses 7.1, 7.2, 7.3 and 7.4 above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Hirer.

7.7 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior consent of the Council.

7.8 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment is not moved and shall maintain the integrity of the closure.

7.9 The Hirer shall not interfere with or attach anything to any item of street furniture or parks furniture without consent of the council.

7.10 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior consent of the Council.

7.11 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.

7.12 The Hirer shall ensure that no vehicles are parked or driven across any public footpath located within the Venue, except with the prior consent of the Council. Event vehicles should display hazard lights and are to travel at no more than 5 MPH.

7.13 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public right of way located within the Venue and that such access is to be open to the public during the Event. If it is a closed event the Hirer is to ensure that alternative pedestrian routes are provided and applications for a temporary footpath closures are made to the rights of way officer.
7.14 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior consent of the Council.

7.15 Any public toilet facilities located within the venue will remain open to the visiting public during the Event.

7.16 The Hirer will not permit the operation or release of drones, model aircrafts, and micro flights, parachutes and helicopters at the Venue unless otherwise agreed in writing.

7.17 It is the responsibility of the Hirer to liaise with the Council and the local Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and the local Police regarding traffic management.

7.18 The Hirer agrees that where the Venue is to be used in the dark then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.

7.19 The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.

7.20 Permitting the use of generators all Hirers are confirming that they hold a safe working practice procedure and method statement and a full fire risk assessment. The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior consent of the Council.

7.21 The Hirer shall repay to the Council on demand the cost, as certified by the Council, of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final. A Council Contractor will carry out reinstatement at a cost to the Hirer.

7.22 Any conditions set through Telford & Wrekin Council's Licensing team must be complied with.

7.23 For the avoidance of doubt bookings in no way give the Hirer any rights to return to the Venue and does not give rise to any right of exclusivity of future use of the Venue.

8 Indemnity

8.1 The Hirer shall indemnify and keep indemnified the Council against all claims, demands, action or proceedings in respect of death of, or injury to any person or damage to or direct or indirect loss or damage to property belonging to any person during the course of, or in consequence of the hiring or at an Event unless directly caused by the Council's negligence.

9 Safety & Security

9.1 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.

9.2 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions. All stewards and officials should wear appropriate recognisable clothing like high visibility jackets or a company uniform.

9.3 In signing this Agreement the Hirer confirms that all health and safety documents including: risk assessments, fire risk assessments and emergency procedures are in place, up to date and appropriate for the Event.
9.4 The Hirer shall ensure they display appropriate signage to indicate reporting points for fire assembly and lost children and first aid.

9.5 The Hirer must ensure appropriate communication methods are in operation at the Event, for example mobile phones or radios.

9.6 The Hirer ensures there is unrestricted access for emergency vehicles before, during and after the Event.

9.7 It is the responsibility of the Hirer to ensure that the use of any electrical equipment and/or installation provided by the Hirer is safe and complies with PAT (portable appliance testing) regulations and the general requirements of the Electricity at Work Regulations 1989.

9.8 The Hirer shall ensure work is undertaken safely and that equipment has been tested and certified by a competent person, also considering battery operated equipment as an alternative.

9.9 The Hirer must consider reducing the voltage of the equipment (particularly to 12, 25, 50 or 110 volts for temporary lighting) which is sited in a well ventilated place away from liquefied petroleum gas cylinders and combustible material.

9.10 Cables and sockets to be appropriate for their intended use, for example indoor extension sockets and cable are not acceptable for external use.

9.11 All electrical installation to be protected by a residual current device (RCD) especially when using equipment operating at 230 volts or higher.

9.12 The Hirer must ensure cables do not create a trip hazard, ensuring cables running at a high level (5.8m and above) or covered with matting if at ground level, which is conspicuously marked.

9.13 The Hirer must provide a mobile telephone contact for the Council at all times when the Event is taking place. This should be provided on the Events Booking Form. If the number changes it is the responsibility of the Hirer to notify the Council.

9.14 Any person exercising a security activity (as defined by paragraph 2 (1) (a) of Schedule 2 of the Private Security Industry Act 2001) shall be licensed by the Security Industry Authority.

9.15 Any security fencing emergency exits must be securely erected and maintained and documented on the risk assessment.

9.16 The Hirer must ensure adequate fully maintained fire extinguisher provisions for the Event.

10 Child Protection

10.1 The Council is committed to creating and maintaining the safest possible environment for children and young people. If the Hirer is organising an event that is responsible for, or directly involves children or young people, then the Hirer must adhere to the following:

10.1.1 The Hirer will complete the Events Booking Form which requires the Hirer to have in place their own (or their governing body’s) child protection policy, or have in place a local group policy and to have a nominated Child Protection Officer.

10.1.2 The Hirer will respond swiftly and appropriately to any allegations of abuse, in accordance with their Child Protection Policy. In cases of urgent concern the Hirer will contact the Police.

10.1.3 If required, the Hirer will submit a request to the Council to be permitted to take photographs of the event.
10.1.4 The Hirer must have a robust lost/found child procedure.

11. First Aid

11.1 The Hirer is responsible for ensuring that appropriate first aid cover and first aid equipment are on hand at all times throughout an Event. The location of first aid services shall be made known to attendees of the Event by signage and by other appropriate means.

11.2 In the event of accident, incident and/or injury, the Hirer will at once take appropriate action and complete relevant documentation. In accordance with Health and Safety legislation relating to accident reporting.

11.3 Any incidents including accidents and near misses need to be notified to the Council following the Event within 7 days.

12. Alcohol

12.1 If alcohol is to be sold and consumed relevant licenses must be obtained and strictly adhered to.

12.2 The sale and consumption of alcohol can occur subject to the Council agreeing upon the appropriateness of the event.

12.3 The Hirer may be asked to display relevant signage.

13. Noise

13.1 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.

13.2 The Council reserves the right to check external noise levels at regular intervals to ensure that sound levels are reasonable and not affecting noise sensitive premises.

13.3 At any Event, amplified or non-amplified music shall end within the licensing hours for the Venue, and shall be controlled in accordance with 14.2.

13.4 The Hirer shall ensure that the amplified or non-amplified sound level from the Event (including regulated entertainment such as live music) does not exceed 80dBA, measured by a 5min LAeQ. In any event, the noise shall not cause Statutory Nuisance.

13.5 The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of 14.1.

13.6 All reasonable steps must be taken by the Hirer to mitigate the noise from amplified music, and to comply with noise limits. Hirers may be required to reimburse any reasonable costs incurred by the Council in responding to any complaints or at the Council’s sole discretion in monitoring of the Event.

13.7 The Hirer shall ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and soundproofed as necessary. Generators and associated equipment are sited as far as possible from houses and noise sensitive buildings.

13.8 The Hirer shall ensure that stages, with marquees are classed as temporary demountable structures; their location to be away from nearby residential areas, having the stage facing in the opposite direction to residents homes/ noise sensitive premises.
13.10 The Hirer shall give the same considerations highlighted in 14.7 and 14.8 when considering the location of speakers, directing them away from the most noise-sensitive buildings. The noise exposure from speakers will be monitored as in clause 14.2.

13.11 The Hirer shall ensure the venue and outdoor areas are not used after the agreed closure times for the event. It is the responsibility of the Hirer to ensure supervision of areas shall be carried out on a regular basis and if appropriate action taken to ensure that no behaviour that may disturb neighbours will be allowed at the Venue.

13.12 The use of appropriate, visible and clear notices requiring customers to leave the premises and the area quietly to be placed at all exits during events. People to be reminded to leave quietly by regular announcements during entertainment events.

13.13 The Hirer must ensure that the dismantling temporary structures, the moving or running of generators and large equipment and the movement of Heavy Goods Vehicles to cease within the agreed closure time of the event.

14  Fairs & Rides

14.1 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides within the booking process and shall comply with and ensure that the operators of the rides comply with the current Health and Safety Executive Guidance and codes of practice for fairgrounds and amusement parks and all other statutory requirements. Including insurance for each individual ride. The Hirer shall require all its contractors and agents to supply valid Amusement Device Inspection Procedures Scheme (ADIPS); this is particularly important where third parties conduct fair rides. Where employees of the Hirer conduct fair rides they shall also provide valid Amusement Device Inspection Procedures Scheme (ADIPS). Copies of ADIPS shall be provided to the Council.

14.2 All inflatable units must be operated in accordance with the Health and Safety Executive guidelines (www.hse.gov.uk, search for Fairgrounds). Information on BS EN 14960 Standards for Inflatable Manufacture and Use can be found at www.bouncycastlesuk.com.

14.3 The Hirer shall provide sufficient competent supervisory personnel to ensure the safety and control of participants and members of the general public.

15  Circuses

15.1 The Council does not permit circuses with animal performances on Council owned land.

15.2 The Hirer will ensure that the tent is fully inspected each year for flammability and structural integrity, and only erected by qualified and experienced staff.

15.3 The Hirer ensures that all equipment including lifting gear, fire safety equipment and electrical equipment is tested and certificated annually by qualified independent external inspectors.

15.4 The Hirer ensures that the tent is thoroughly inspected prior to each performance and provides certified evidence to the Council before the event.

15.5 The Hirer shall ensure all staff; contractors and agents are fully trained and aware of emergency procedures including an emergency evacuation plan.

15.6 The Hirer is a member of the relevant professional organisations.
16. **Animals**

16.1 Events which include the showing of, or demonstration of, working animals, livestock or pets may be allowed to take place on Council land providing such events satisfy the Council's requirements for safety and suitability and must provide details of relevant licenses.

17. **Bonfire & Fireworks**

17.1 Where the Council has agreed that the Venue shall be used for a bonfire and/or firework display, the Hirer shall inform Telford & Wrekin Fire Service and the Police and the Highway Authority, of the fireworks display and shall undertake to meet all their requirements.

17.2 The Hirer shall be solely responsible for injuries to persons attending the Event caused by the bonfire and/or fireworks and shall ensure that appropriate insurances are in place and provided to the Council during the booking process.

17.3 Only professional operators or recognised bonfire and firework societies must carry out firework displays. All firework operators (including employees of the Hirer) who perform work on the firework display at the Event shall undertake and provide a risk assessment and provide a copy to the Council during the booking process.

17.4 The Hirer shall ensure that the bonfire and/or fireworks display is at a safe distance from members of the public, and that this be maintained at all times throughout the display. This should be in accordance with the current guidance provided by HSE.

17.5 The Hirer shall ensure that there are sufficient stewards employed to control the Event and keep the site secure. All stewards to be aware of the conditions of hire, health and safety and of any emergency drill or procedure in case of accident.

17.6 The Hirer shall submit to the Council during the booking process a site plan showing the position of the display in relation to the rest of the Event.

18. **Food & Beverages**

18.1 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety and Hygiene (England) Regulations 2013/2996 and any amendments thereto. Guidance can be found by contacting the Council’s Environmental Health Team on 01952 381818.

18.2 The Hirer provides separate toilet facilities for the exclusive use of food handlers. Hot & cold water must be provided at suitable hand-washing facilities with soap and paper towels.

18.3 The Hirer shall ensure that all caterers using liquefied petroleum gas (LPG) comply with current regulations and codes of practice.

18.4 All supplies of LPG whether in compounds or within catering operations are based at secure well ventilated locations away from sources of ignition, other fuels and the public.

18.5 The Hirer shall provide copies of required Hygiene certificates to the Council’s Environmental Health Department.

19. **Public Conveniences**

19.1 Where the Council considers the size of an Event requires the provision of additional temporary conveniences, these shall be provided by the Hirer at the Hirer's expense who shall ensure that they are maintained in a clean condition to the reasonable satisfaction of the Council at all times throughout the duration of the Event.
19.2 The Hirer shall refer to HSE Event Safety Guide for a guideline on the provision of temporary conveniences.

19.3 The Hirer is to provide appropriate temporary conveniences with hand washing facilities for wheelchair users and other people with special needs.

19.4 The Hirer to consider appropriate baby-changing facilities including receptacles for hygienic disposal of nappies.

20 **Sweepstakes, Raffles, Lotteries, Other Gambling & collections**

20.1 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the Venue during the hire, other than one which is permitted by law (and registered if the law requires) and agreed by the Council.

20.2 The Hirer shall apply for a Street Collections permit from Telford & Wrekin Licensing Department on 01952 383264 if they intend to make any cash collections at the event. Check with licensing.

22 **Advertising (No Fly Posting)**

22.1 Fly posting on the highway and on property within Telford & Wrekin Council boundaries is illegal and is strictly forbidden in relation to the Event. For certain types of Event official direction signing via the RAC/AA may be accepted.

22.3 The Council will look to either issue a Fixed Penalty Notice under the Anti-Social Behaviour Act 2003, Section 43 or prosecute at court Hirers who fly-post. Should fly posting take place, the signage will be removed and disposed of as part of the enforcement process and zero tolerance approach taken by the Council.

22.4 All promotional signage must be approved with Telford & Wrekin Council failure to do so will result in fixed penalty fines.

22.5 On site signage must be removed within 24 hours of the Event concluding.

23 **Illegal Sale of Goods & Offering of Prizes**

23.1 The Hirer shall be responsible for ensuring that the sale of goods or services (including prizes offered) is done in a lawful manner, and that the goods or services are themselves lawful.

23.2 The following is a list on some prohibited goods as designated by the Council but is not conclusive and the Hirer should make their own investigations and seek advice from the relevant body, if appropriate:

- The sale or gift of live animals, birds, fish and reptiles is prohibited.
- The sale or gift of real or replica guns, knives and all other weapons are prohibited.
- The sale or gift of illegal items.

24 **Exhibited Vehicles & Machinery**

24.1 The Hirer shall supply during the Booking Form process the details of any proposed types of vehicles and machinery to be displayed as part of the Event and such vehicles and machinery shall only be stationed on areas agreed for their display by the Council. Unless special arrangements are agreed with the Council no exhibited vehicles and/or machinery shall be driven or moved from the areas allocated during the course of the Event.
25 **Structures**

25.1 The Hirer should ensure the safety of structures used for the event e.g. temporary seating, staging, lighting columns, video screens etc. Must be designed to be strong enough to withstand the anticipated loading (including wind loading), erected by competent persons and maintained in a safe and stable condition throughout the event. Any Structures must be erected to the HSE Government guidelines for further information visit: http://www.hse.gov.uk/entertainment/cdm-2015/index.htm

26 **Capacity of Council**

It is acknowledged and accepted by the Hirer that the Council is entering into this Agreement in its capacity as landowner only. This means that it is the Hirer’s responsibility to ascertain whether, and comply with, any additional consents required (whether from the Council or otherwise).

27 **Assignment**

27.1 The Hirer cannot assign, pledge or transfer this Agreement or any of the rights or obligations therein without the written consent of the Council.

27.2 As the Hirer you are responsible for the safety and wellbeing for all people who attend.

27.3 The Hirer is required to leave the site as it was found and will be responsible for any repairs or damage caused.

28. **Whole Agreement**

28.1 Each party acknowledges that this Agreement and the Conditions herein contain the whole Agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents.

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

Signature: ____________________________
Print Name: __________________________
Date: ________________________________

Name of group, organisation or company: _______________________________________

Position in group, organisation or company: _____________________________________

Privacy Notice under the Data Protection Act (General Data Protection Regulations from 26th May 2018)

Telford & Wrekin Council are collecting Personal Identifiable Information to enable us to provide you with reservation or event at the Oakengates theatre. We need to collect this information in order to arrange your event. This information is being processed under DPA – Schedule 2 (2a) (GDPR 2018 -Article 6 (1)b ).

Telford & Wrekin Council will not share any Personal Identifiable Information collected with external organisations unless required to do so by law. However, this information will be shared within Telford & Wrekin Council solely for the purpose of arranging an event. For further details on the council’s privacy arrangements please view the privacy page on the council’s website page.