

Cultural Services

Civic Offices
Guildhall Square
Portsmouth
PO1 2AD

Phone: 023 9283 4067

Fax: 023 9283 4159

Ref: /

Date: 2009

Dear Sir/Madam

Thank you for your enquiry regarding holding an outdoor event in Portsmouth. I have enclosed a copy of our Event Application Form, which requires completion before an event being held on Portsmouth City Council land can be considered. This allows us to ensure that your event will be run safely and sensibly, adheres to all legal and licensing requirements and to check that the venue you wish to use is available and that the event will not clash with other activity in the city.

To enable us to process your form as quickly as possible, please complete every section of the form where possible and provide as much information about the event as you can. Once completed, please return the form to the above address at least 6 weeks prior to the event, or at least 12 weeks prior if the event includes activity on the Public Highway. If forms are not received at least 6 weeks before the event permission can be refused.

In accordance with the new Licensing Act 2003 you may need to apply for a licence if your event involves any licensable activities, such as the performance of live or recorded music, on land that doesn't currently have a Premises Licence, or if you wish to supply alcohol. We can advise whether a separate Premises Licence is necessary. Please note if an additional licence is required this will incur an additional cost.

Depending on which outdoor venue you use for your event you may need to pay a non returnable hire fee. In addition, a returnable deposit against reinstatement of the ground may be required.

It is essential that organisers obtain Public Liability Insurance cover to a minimum of £5 million, as well as carry out a risk assessment for their event, copies of which must be submitted with the application form before consent can be given.

Once we have received the completed form, it will be circulated to other Portsmouth City Council departments such as Traffic Management, Environmental Health, Licensing and Health & Safety and external organisations such as the blue light services who may be required to be involved with your event.

Once we have considered your application and all required documentation has been received, if approved, you will be informed by letter or email.

Yours faithfully



Heather Todd
Assistant Events Manager

Marketing Form for www.visitportsmouth.co.uk

We would like to help promote your event through our website Visit Portsmouth. The website receives on average 22,400 visitors each month, with the events pages always within the top 5 visited areas. We also create a What's On listing from this website which is sent to over 350 people on our database, and generates event listings for the Tourism South East (regional tourist board) and Visit Hampshire websites. This information could also be used in forthcoming editions of Flagship Magazine, and possibly included in other marketing activities such editorial and features as appropriate. Please note that any promotion of the event shall be subject to your application being accepted.

If you would like us to add your event onto the website please fully complete the form below, as you would like the details to appear.

Name of event	
Date	
Time	
Location Address	
	Post Code:
Telephone number	
Email	
Website	
Short description of event	
Full description of event <i>(this should include details such as times of specific event activities /performances etc)</i>	
Ticket costs <i>(please stipulate if there are terms and conditions to any of these tickets, such as family ticket 2+2)</i>	Free Adult £..... Child £..... Senior £..... Student £..... Family £.....
Images	Please supply a selection of images to promote your event (less than 1mb)*. Images to be sent to tourism@portsmouthcc.gov.uk

Note: if the form is not completed fully with sufficient information, we cannot guarantee your event will be promoted on the Visit Portsmouth website or including in our promotional activities. It is your responsibility to inform us of any major changes to your event.

*Only one image will be used to promote your event. We cannot guarantee that any of the images sent will be suitable for the system.

- We warrant that we are authorised to supply the images and that it does not infringe any existing copyright or other intellectual property right and where relevant, the agreement of any individual featured in an image has been obtained to such use.
- We further warrant that the image is accurate and if published, will not constitute an offence under the Trade Descriptions Act 1968, the Consumer Protection Act 1987 or breach and codes of practice relating to advertising or sales promotion. We undertake to indemnify Portsmouth City Council and any third parties to whom the image is supplied against any loss, damage or proceedings arising from breach of these warranties.

Please tick boxes as appropriate to agree to use of images.



This form must be submitted at least 6 weeks before the event or at least 12 weeks if event includes activity on the Public Highway.

Event Application Form

Portsmouth City Council seeks to attract local, regional, national and international events to Portsmouth, recognising the cultural, community and economic benefits that events bring to the city. It's a legal requirement that Event Organisers deliver safe and successful outdoor events, and Portsmouth City Council require that Event Organisers complete this application form to help achieve this. **Please complete form by hand.**

Name of Event

Date/s of Event.....

Proposed Location of Event.....

Please ensure you complete a separate form if your event is to be held on non-consecutive dates.

You can get this Portsmouth City Council information in large print, Braille, audio or another language by calling 023 9283 4171.

If you require help completing this form or if you would like advice on organising your event, please contact the Events Team at Portsmouth City Council:

Telephone: 023 9283 4067
email: events@portsmouthcc.gov.uk

For office use only:
Date received..... Processed by.....

Section One – Event Organiser’s Details

1. Name of organisation:
2. Name of Event Organiser:
3. Role/Capacity:
4. Name of person on site at the event (*if different from above*). This person is responsible for health and safety, noise control and overall running of the event.
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5. Contact address:
..... Postcode:
6. Daytime telephone number:
7. Evening telephone number:
8. Mobile number:
9. Fax number:
10. email address:
11. Website address: (*if applicable*)
12. Event public enquiries number:
13. Please tick box if you do **not** wish your event to be publicised on our website or events listing.
Please complete the marketing form on page 2 to enable us to promote your event effectively on www.visitportsmouth.co.uk

Please complete the following information which will be used solely for the purpose of obtaining permission to hold an event and will remain secure. Information will not be shared with any other organisation outside of the events application process.

Section Two - Event Details

1. Description of event proposed:
(The more information you provide about your event the easier it is to process so please provide a full description of your event, attach additional information if necessary)
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.....
.....
.....
.....

2. Is this a *(please tick one box only)*
- | | | | |
|--------------------------|--------------------------|------------------------------|--------------------------|
| Registered Charity Event | <input type="checkbox"/> | Non-Registered Charity Event | <input type="checkbox"/> |
| Commercial Event | <input type="checkbox"/> | Not-For-Profit Event | <input type="checkbox"/> |

3. For Charity Event - Name of Charity:

Charity Registration Number

Will all income raised go to the Charity concerned?* Yes No
(please tick)

**Please see item 12 in the Terms & Conditions referring to collections*

4. If no, please give details

5. Is the event free to members of the public? *(please tick)* Yes No

6. If no, what is the admission price per day?

Note: Compulsory admission charges may not be permissible on all areas of land and in all venues owned by Portsmouth City Council.

7. Date and time required to enter site for event preparation:

8. Event start time: (each day)

9. Event finish time: (each day)

10. Date and time the site will be vacated after the event:

11. Approximate number of people expected to attend per day:

To help us monitor the broad range of events in the City please tick the relevant boxes below to indicate your target audience.

Family Black, Minority, Ethnic Over 50 Aged 25 & under All

12. Do you intend to use signage, banners, posters or flyers at the following locations:

Around the City Written approval must be obtained from the Planning Department, telephone 023 9283 4334 for details

Within the event site only Please provide your own equipment on which to display your posters, banners, signage etc.

Note: Fly posting is illegal. You must get the appropriate permission for all advertising/marketing material distributed for the event.

13. Is the event sponsored by any organisation?* Yes No
 If yes, please give details:

Please refer to Portsmouth City Council's Advertising and Sponsorship Policy, which can be found on: www.portsmouth.gov.uk/media/CCS_pccadvertisingpolicy.pdf.

14. Do you intend to utilise or permit any of the following attractions at the event? If so, please tick all of the appropriate boxes

Fireworks/Pyrotechnics/Lasers	<input type="checkbox"/>	Live and/or recorded music*	<input type="checkbox"/>
Fairground equipment / Rides / Attractions	<input type="checkbox"/>	Carnival Procession	<input type="checkbox"/>
Aircraft/Flying Displays**	<input type="checkbox"/>	Performance of a Play and/or Dance*	<input type="checkbox"/>
Parachutists**	<input type="checkbox"/>	Barbeque	<input type="checkbox"/>
Inflatables (eg Bouncy Castle) ****	<input type="checkbox"/>	Hot Air Balloons**	<input type="checkbox"/>
Market Stalls	<input type="checkbox"/>	Bonfire	<input type="checkbox"/>
Food / Drink Stalls*	<input type="checkbox"/>	Bar / Alcohol*	<input type="checkbox"/>
Showing of a Film*	<input type="checkbox"/>	Indoor Sporting Event*	<input type="checkbox"/>
Motor Vehicles***	<input type="checkbox"/>	Motorcycle Display***	<input type="checkbox"/>
Any Animal Involvement *****	<input type="checkbox"/>	Marching Bands	<input type="checkbox"/>
Other (please specify below)	<input type="checkbox"/>		<input type="checkbox"/>

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Note: After this application has been submitted, no additional items may be included without the express written consent of the Council. Please note that Balloon Releases are no longer permitted from Portsmouth City Council land.

* All Portsmouth City Council open spaces which have a Premises Licence are not licenced for the sale of alcohol. A full Premises Licence will be required if the sale of alcohol is part of your event.

* Some Portsmouth City Council open spaces do not currently have a Premises Licence and depending on the event and numbers attending either a Premises Licence or a Temporary Event Notice will need to be applied for.

Please contact the Licensing Department on 023 9283 4073 or e-mail licensing@portsmouthcc.gov.uk who can also advise you of the licence fee.

** Special approval from the Council is required for helicopter and balloon landings / take-off and parachute landings.

*** Special approval of the Council and Hampshire Fire and Rescue is required for the storage and use of petrol, diesel, gas or any fuel on site.

**** There are specific legal requirement relating to the use of Inflatables please contact Dennis Pallett on 023 9283 4230 for information.

***** See terms and conditions 6.2.1 to 6.2.4

Section Three – Other infrastructure

1. Do you anticipate the need to apply for: *(please tick)*

- | | | | |
|--------------------------------|--------------------------|-------------------|--------------------------|
| Road closure | <input type="checkbox"/> | Traffic Diversion | <input type="checkbox"/> |
| On Street Parking Restrictions | <input type="checkbox"/> | Car Park Closure | <input type="checkbox"/> |

Please note that the above will incur costs

If you have ticked any of the above, please provide an overview of the locations, dates and times below. Please ensure you contact the Transport department of Portsmouth City Council 023 9284 1336 giving full details **at least 12 weeks prior** to the event start date. Please refer to the Terms and Conditions on page 19 of this document, Section 25 for Road Closures and Section 27 for Road Traffic.

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2. Please explain your parking arrangements for event staff, contractors and volunteers. (How many event vehicles will there be, where will they park and how do you intend to manage the parking of those vehicles):

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3. Do you intend to utilise any of the following at the event? If so, please tick all the

- | | | | |
|--------------------------------------|--------------------------|-----------------------|--------------------------|
| Marquees / Tents* | <input type="checkbox"/> | Portable Generator ** | <input type="checkbox"/> |
| Portable Staging* | <input type="checkbox"/> | PA System* | <input type="checkbox"/> |
| Stage Barrier* | <input type="checkbox"/> | PA Mixer Tower* | <input type="checkbox"/> |
| Lighting Rig* | <input type="checkbox"/> | Stewarding/Security* | <input type="checkbox"/> |
| Other* <i>(please specify below)</i> | <input type="checkbox"/> | | |

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Note: After this application has been submitted

***Please supply as much information as possible about each of these in your risk assessment / method statements.**

****Generators are not permitted to be sited on the highway.**

4. You will be required to ensure that the toilet facilities are adequate. Please submit details of your proposals, including method of disposal and, if toilets are hired, the name and address of the hire company:

5. Please identify the method to be used in order to maintain the area free of litter and refuse, including the contact details of any refuse contractor that may be used:

Note: The Event Organiser should ensure that the site is regularly litter-picked during the event and at the end of each day to ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse is discharged. **If the event organiser fails to do this then the Council reserves the right to carry out the works in default and charge the event organiser the full cost incurred.**

It should be noted that litter from an event is not household waste. It is the Event Organiser's responsibility to arrange appropriate removal of all rubbish from the site. You will not be permitted to use any Council skip / litter bins etc for disposal. Food waste should be disposed of in accordance to the Food Safety Act 1990, the Food Hygiene (England) Regulations 2006 and EC Regulations No 852/2004'; The Animal By-Products Regulations 2005.

Any trade waste documentation should be retained for 2 years.

Section Four – Insurance

- Event Organisers are required to hold a **current policy of insurance relevant to the activity being organised** 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 Risk and Insurance Department and Legal Department. Under no circumstances shall this be less than £5 million and the Council reserves the right to require a higher limit if deemed necessary.
- Prior to the event organisers will be required to produce evidence of their insurance cover together with that of any exhibitor, entertainer, sub-contractor or other third party whom they have instructed/authorised to appear at the event, especially if the Event Organiser's insurances do not cover the activity provided by a third party e.g. Bouncy Castles.
- All documentation must be provided by the Event Organiser to Portsmouth City Council at least six weeks before the event. Failure to do so will result in the Council refusing to grant permission for the holding of the event.

Section Five – Emergency and Event Support Services

1. Please indicate whom, from the following, you have contacted. However, they will all be advised of your event as part of the application process:
 Portsmouth City Council Events Team:
 Hampshire Constabulary:

South Central Ambulance Service:

NHS Trust (Hampshire Division):

HM Coastguard:

St John Ambulance:

British Red Cross:

Other Local Authority Site or Venue/Public Protection/Licensing:

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2. Please supply an outline of the medical and first aid cover to be provided:

Organisation.....

Outline of Cover.....

3. What specific provision will be made for children, disabled persons, the elderly and other vulnerable persons attending your event?

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Section Six – Portsmouth City Council

Portsmouth City Council may wish to be recognised as a key supporter of events within the City. If this event goes ahead will you, at no cost to the Council:

- a. Permit Council banners to be put up at the event? Yes No
- b. Allow the Council's logo to appear on all event promotional material? Yes No
- c. Provide space in any event brochure / programme for a Council advert? Yes No
- d. Allow members of the Council to speak at the event? Yes No
- e. Welcome attendance of Council members at the event? Yes No

Please note answering no will not affect the decision to approve your event

Section Seven - Declaration

Please complete the following information which will be used solely for the purpose of obtaining permission to hold an event and will remain secure. Information will not be shared with any other organisation outside of the events application.

The following documentation must be enclosed with this application.

I have enclosed the following:

Risk Assessment / Method Statement Yes No

Public Liability Insurance Certificate Yes No

Site Plan* / Route Plan* Yes No

Health & Safety / Food Hygiene Certificates Yes No

Contractors insurance certificates and risk assessments Yes No

(* further plans may be requested)

Please ensure that you also obtain copies of individual contractor's insurance certificates, health & hygiene certificates, method statements and risk assessments before the event. These documents must be collated by the Event Organiser and submitted with the event application.

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

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If permission is granted for the event described in this application to proceed, I hereby agree to comply with the terms and conditions set out in section eight of this application form and the departmental terms and conditions of hire and all reasonable instructions given by all authorised Officers of Portsmouth City Council and representatives of other statutory services. By signing this form, I confirm that I have read and I understand the terms and conditions attached, and I also understand my obligations and responsibilities with regard to the content of this application. I understand that failure to comply with any of the terms and conditions attached may result in the cancellation of the event by the Council. In addition, I agree to inform the Council of any proposed changes to the information contained within this application.

Signed Print Name

On behalf of (organisation)

Date

Please send the completed form, together with any supporting documentation, to:
The Events Team, Portsmouth City Council, 1st Floor, Civic Offices,
Portsmouth PO1 2AD

Telephone: 023 9283 4067
e-mail: events@portsmouthcc.gov.uk
www.visitportsmouth.co.uk

Section Eight – Terms and Conditions of Hire

1. Definitions

- 1.1 “Conditions” means these terms and conditions which shall form part of the contract between the Council and the Event organiser.
- 1.2 “Council” means Portsmouth City Council.
- 1.3 “Due Date” means four weeks following written permission being issued by the Council to the Event Organiser authorising the use of the Venue for the Event. The Council may, in exceptional circumstances and at their sole discretion, lengthen the Due Date.
- 1.4 “Event” means the purpose for which the venue has been booked.
- 1.5 “Event Organiser” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below and their agent(s) involved with the Event. This booking is personal to the Event Organiser and may not be transferred to a third party in any way.
- 1.6 “Hiring Fee” means the charges payable to the Council by the Event Organiser as set out in the Permit including, where the context so permits, any returnable deposit. Cancellation of the Event by the Event Organiser will not result in the Hiring Fee being returned to the Event Organiser.
- 1.7 “Permit” means the form of permit granting the Event Organiser permission to hold the Event as stated in the Event Application Form at the Venue specified in the application
- 1.8 “Portsmouth Events Safety Advisory Group” means the group comprising representatives of relevant statutory authorities and other organisations that provide specialist advice to the Council to help it discharge its functions under public events legislation.
- 1.9 “Venue” means the site identified in the Permit within which the Council has authorised the holding of the Event.

2. Payment

- 2.1 Payment of the Hiring Fee shall be made in full prior to the Due Date. If payment is not received by the Due Date, the Council shall have the right to revoke the permission for the event.
- 2.2 In addition to the Hiring Fee the Event Organiser shall be liable for the full amount of any charges the Council may reasonably levy for the provision of any services made available by the Council at the Event Organiser’s request, eg electricity, water, marking of pitches, loaning or hiring of equipment etc. over and above the Hiring Fee.

3. Deposit

- 3.1 Where the permission requires the payment of a deposit, it shall be paid to the Council four weeks prior to the event and will be forfeited in the event of any damage or loss to the Venue or to other property of the Council or for which the Council is responsible or may be held as security against any necessary re-instatement works. The Event Organiser shall, in any event, be liable for the full cost of making good any damage, and shall pay any amount so due in excess of the deposit on demand by the Council.

4. Cancellation

- 4.1 The Council reserves the right to revoke the Permit at any time if, in its opinion, the Event Organiser fails to prove to the Council that the Event will meet all necessary Health and Safety legislation, procedures, guidelines and Conditions should it proceed. The Council's decision in respect of this is final and the Council shall not repay any Hiring Fee paid on cancellation of a Permit and shall be under no liability for expense incurred or loss whatsoever or howsoever sustained by the Event Organiser as a result of the cancellation.
- 4.2 Cancellation by the Event Organiser of the event for which permission has been granted shall be in writing and the effective date shall be the receipt of such information by the Council.
- 4.3 On cancellation or postponement of the Event by the Event Organiser following the Due Date, the Event Organiser shall be liable to the Council for the whole of the Hiring Fee together with any additional expenses incurred by the Council in connection with the Event or the Permit.

5. Force Majeure

Any refund of the Hiring Fee in such circumstances shall be at the Council's discretion.

6. Use of a Venue

Access and Egress

- 6.1 Every point of access and egress from the public highway to and from the Venue shall be staffed by a responsible person continuously while the Event is taking place.

Animals, Fish and Livestock

- 6.2.1 The sale of animals, fish or livestock at any Council Venue is strictly prohibited
- 6.2.2 Any show / display / utilisation of animals, fish or livestock for any reason at the Venue is not permitted without prior written consent of the Council.
- 6.2.3 All events that show / display / utilise animals, fish or livestock shall be subject to inspection by animal welfare organisations and representatives of the Council.
- 6.2.4 The use of any living creature as a prize at any Council Venue is not permitted.

Broadcasting and Television

- 6.3 The Event Organiser shall 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 such kind of the Event during the period of hire without the prior written consent of the Council. If such consent is given, the Council reserves the right to be party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived therefrom.

Closing Time

- 6.4 The Event shall finish by 1800 hrs unless alternative arrangements have been agreed between the Event Organiser and the Council and have been confirmed in writing by the Council.

Damage to the Venue, Equipment or Other Property

- 6.5.1 The Event Organiser shall at all times take good care of the Venue and shall 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/use or not.

- 6.5.2 The property of the Event Organiser and the Event Organiser's agents shall be removed at the end of the period of the Permit or by a time and date to be agreed with the Council. In the event the property is not removed at the agreed time and date, the Council reserve the right to remove any property of the Event Organiser or the Event Organiser's agents and recover the full cost of the removal from the Event Organiser.
- 6.5.3 The Council accepts no responsibility for any property left on the Venue before, during or after the period of the Permit.

Excavation

- 6.6 The Event Organiser shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.

Flying

- 6.7.1 The Event organiser shall not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and any other relevant body.
- 6.7.2 Pleasure Flights, helicopter and balloon landings / take-offs and parachute landings shall not be permitted without written consent from the Council, the Civil Aviation Authority and any other relevant body.

Fixing to Street/Park Furniture

- 6.8 The Event Organiser shall not interfere with or attach anything to any item of street, open space or parks furniture without written consent from the Council.

Generators

- 6.9 The Event Organiser shall not obtain, use or permit the use of generators at the Event without the prior written approval of the Council. If such approval shall be granted the Event Organiser must ensure that any generators permitted at the Event are operated in a safe manner, where possible not petrol driven, are segregated from the public and are protected by suitable covers or barriers, so as to prevent access to this equipment by members of the public.

Ground Reinstatement

- 6.10 The Event Organiser 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 use by the Event Organiser. The Council's valuation of any damage / loss is final.

Licensed Bars

- 6.11 The sale or consumption of alcoholic drinks at the Venue is strictly prohibited without authorisation having first been obtained. Notwithstanding the grant of a Premises Licence, full details of mobile and marquee bars must be approved by the Council's Licensing Officer. For information please contact the Licensing Department.

Litter and Waste Disposal

- 6.12.1 The Event Organiser shall keep the Venue clean and tidy and shall ensure that the venue is regularly litter picked during the Event. The Event Organiser shall further ensure that the Council's obligations under the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse is discharged. Any trade waste documentation should be retained for 2 years.
- 6.12.2 All litter and refuse generated by the Event shall be removed from the Venue by the Event Organiser in accordance with the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse.
- 6.12.3 The Event Organiser shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or at the Venue.

Failure to Comply

- 6.13 If the Event Organiser fails to perform any of their obligations set out within these terms and conditions the Council shall have the right to carry out any activity itself to right such failure and any costs incurred by the Council in the performance of such activities shall be borne in full by the Event Organiser. The Council's valuation of the activity undertaken is final.

Managing the Event

- 6.14.1 The Event Organiser shall be responsible for the administration, organisation and operation of the Event and for having competent personnel to fulfill this Condition.
- 6.14.2 All staff employed by, contracted with or used by the Event Organiser in the administration, organisation and operation of the Event will possess all necessary licenses, permissions and qualifications where applicable. The Event Organiser shall be responsible for the supervision and control of all personnel, participants and members of the public attending and seeking to access the Event.
- 6.14.3 The Event Organiser shall be responsible for meeting all necessary Health and Safety legislation, procedures, guidelines and conditions.

Night Illumination

- 6.15 Where the Venue is to be used after sunset the Event Organiser will provide appropriate lighting to cover all areas to which Event Management Staff and the public are admitted or have access.

Noise, Nuisance and Public Address

- 6.16.1 The event organiser shall take steps to ensure that noise nuisance will not be caused to occupiers of neighbouring properties or users of the immediate surrounding area.
- 6.16.2 The use of any public address system at the Event shall be first agreed in writing by the Council and must be operated so as not to cause a breach of condition 6.16.1.
- 6.13.3 Where appropriate the Event Organiser will be asked to provide details on how sound levels will be monitored during the event, to demonstrate compliance with condition 6.16.1, and produce written evidence of this to the Council upon request.

Public Entertainment

- 6.17.1 No entertainment shall take place at any Event without the relevant Licence having first been obtained from the Council's Licensing Officer.
- 6.17.2 The Event Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue unless any closure notices are previously agreed in writing by the Council.

Restricted Use

- 6.19.1 The Event Organiser shall not use the Venue for any purpose other than what is stated in the Council's Event Application Form and for which a permit has been granted.
- 6.19.2 The Event Organiser shall not sub-hire the Venue.
- 6.19.3 The Event Organiser will not use or allow the Venue to be used for any unlawful purpose or in any unlawful way nor do anything to bring into or onto the venue anything that may endanger the same or any insurance policies in respect thereof.
- 6.19.4 The Event Organiser must ensure that all users of the Venue have unrestricted access to any permanent public toilet facilities located within the Venue.
- 6.19.5 The Event Organiser shall not bring in, 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 written consent of the Council.

- 6.19.6 The Event Organiser shall not use the Venue to promote extreme political or religious views or any other activity which may bring the Council's reputation into disrepute.

Vehicle Movement

- 6.20.1 The Event Organiser shall ensure that vehicles are not parked or driven across any public footpath located within the Venue without written consent from the Council.
- 6.20.2 The Event Organiser will ensure that any vehicles used during the setting up and breaking down of the Event do not pose a threat to the health and safety of pedestrians and / or other vehicles and that on-site vehicular movement shall cease during the Event itself. Only foot escorted essential vehicle movement during the Event shall be permitted except for Council-directed vehicles and emergency vehicles.
- 6.20.3 All on-site vehicle movement shall operate at 5 mph or slower with operational hazard warning lights turned on.

Venue Layout

- 6.21.1 The Event Organiser shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.21.2 The Event Organiser shall prepare a detailed and scaled site plan of the proposed Event, showing the layout of the main features of the Event and submit this to the Council no later than four weeks prior to the Event. The site plan shall reflect the guidance, best practice, requirements and legislation contained within the Health and Safety Executive publication 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' otherwise known as the 'Purple Guide'.
- 6.21.3 Failure of the Event Organiser to provide an appropriate site plan within the above timeframe as required to the Council under these terms and conditions shall lead to cancellation of any Permit issued. In this instance, the repayment Conditions contained within Clause 4.1 of these terms and conditions will apply.

Balloon Releases

- 6.22 In an attempt to protect the environment and wildlife, balloon releases are prohibited from Portsmouth City Council land, including schools where they agree. The Council would advise you to consider other methods of fundraising. For further advice, contact www.nabas.co.uk/balloon/html

7. Auctions

Auctions shall not be permitted at the Event without the prior written consent of the Council

8. Advertising and Sponsorship

- 8.1 The Event Organiser shall undertake all advertising and posting / placing of publicity material and shall restrict this activity only to sites where it is authorised. The written consent of the Council shall be obtained at least four weeks prior to the Event for permission to use the Venue for commercial advertising.
- 8.2 The Council reserves the right to revoke the Permit at any time and without warning should any sponsor, advertiser, supporter or other third party bring the reputation of the Council into disrepute being associated with the Event. The Council's judgement under this clause shall be final and in this instance, the repayment Conditions contained within clause 4.1 of these Conditions shall apply.

Please refer to Portsmouth City Council's Advertising and Sponsorship Policy, which can be found on:
www.portsmouth.gov.uk/media/CCS_pccadvertisingpolicy.pdf.

- 8.3 No advertising material is to be displayed anywhere on the Venue or elsewhere within the City of Portsmouth unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 and the Council.
- 8.4 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto shall cause the cancellation of any Permit or Licence and of any similar permissions granted to the Event Organiser by the Council. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Event Organiser shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

9. Assignment

The Event Organiser shall not assign the benefit or burden of any part of the rights granted by the Council or sublet or subcontract any part of the Venue without the prior written consent of the Council.

10. Car Boot Trading

Car Boot trading and Table Top trading shall not be permitted at the Event without the prior written consent of the Council.

11. Catering

- 11.1 All caterers at the Event shall comply fully with the requirements of the Food Safety Act 1990, the Food Hygiene (England) Regulations 2006 and EC Regulation No 852/2004; The Animal By-Products Regulations 2005.
- Each caterer must be registered with a Local Authority as a Food Business Operator and comply with all instructions given by the Council's Public Protection Officers
- The Event Organiser must provide the Council's Environment and Public Protection Service (Commercial) with the following information; the caterers name, address, contact telephone number, and details of the Local Authority they are registered with, at least ten working days prior to the date of the Event.

Requirements for movable and/or temporary premises (such as marquees, market stalls, mobile sales vehicles)

- 11.2 Premises and vending machines are, so far as is reasonably practicable, to be so sited and kept clean and maintained in good repair and condition as to avoid the risk of contamination, in particular by animals and pests. In particular, where necessary:
- 11.2.1 Appropriate facilities are to be available to maintain adequate personal hygiene (including facilities for the hygienic washing and drying of hands, hygienic sanitary arrangements and changing facilities).
- 11.2.2 All surfaces in contact with food shall be in a sound condition and be easy to clean and, where necessary, to disinfect.
Any such cleaning or disinfecting shall require the use of smooth, washable, corrosion-resistant and non-toxic materials, unless food business operators can satisfy the Council that other materials used are appropriate.

- 11.2.3 It is the responsibility of the Event Organiser to ensure adequate provisions are made for the cleaning and, where necessary, disinfecting of working utensils and equipment.
- 11.2.4 Where foodstuffs are cleaned as part of the food business' operations, the Event Organiser shall ensure adequate provisions are made for this to be undertaken hygienically.
- 11.2.5 The Event Organiser shall ensure that an adequate supply of hot and/or cold potable water is available.
- 11.2.6 The Event Organiser shall ensure that adequate arrangements and/or facilities for the hygienic storage and disposal of hazardous and/or inedible substances and waste (whether liquid or solid) are made available.
- 11.2.7 The Event Organiser shall ensure that adequate facilities and/or arrangements for maintaining and monitoring suitable food temperature conditions are made available.
- 11.2.8 Foodstuffs are to be so placed as to avoid the risk of contamination so far as it is reasonably practicable.

12. Collection or Lotteries

Collections, games of chance, sweep stakes, lotteries or betting of any kind shall only be permitted subject to a Licence being approved and received by the Council.

13. Control of Dangerous / Offensive Material

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

14. Funfairs

- 14.1 Funfairs and electrically driven pleasure rides for small children (i.e. classified for insurance purposes as 'Juvenile') shall not be permitted at the Event without the prior consent of the Council.
- 14.2 Where the Council has agreed that the Venue shall be used for a funfair and / or electrically driven pleasure rides for small children (i.e. classified for insurance purposes as 'Juvenile'), the Event organiser shall supply full details of all side shows and rides four weeks prior to the Event and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication '**Fairground and Amusement Parks – Guidance on Safe Practice**' published by the Health and Safety Executive, as well as complying with all other statutory requirements.

15. Health and Safety

- 15.1 Event Organisers have a legal responsibility to ensure the Health, Safety and Welfare of any employees, volunteer helpers, contractors and / or other third parties involved in staging and managing the Event and to the public, visitors and participants attending the Event.

Risk Assessment and Method Statements

- 15.2 The Event Organiser shall undertake a Risk Assessment and produce relevant Method Statements for the whole Event and shall ensure that all participants and operational personnel comply with all relevant Health and Safety legislation or any other guidelines, relevant thereto at all times during the Event and whilst setting up and breaking down the Venue for the Event.

- 15.3 The Event Organiser will provide the Council with copies of all relevant Risk Assessments and Method Statements no later than six weeks prior to the event. Failure of the Event Organiser to provide Risk Assessments and Method Statements as required to the Council under these terms and conditions shall lead to cancellation of any Permit issued. In this instance, the repayment Conditions contained within clause 4.1 of these terms and conditions shall apply.
- 15.4 All hazards and risks associated with the Event shall be identified, the level of risk assessed and appropriate action taken to eliminate or reduce risks to an acceptable level.
- All Events shall comply with all associated Health and Safety legislation, guidelines and standards and it is the Event Organiser's responsibility to ensure that this condition is met.
- 15.5 The Event Organiser shall retain copies of all Risk Assessments and relevant Method Statements for at least three years following the event.
- 15.6 Where the event consists of more than one activity a written Risk Assessment shall be required for each.
- 15.7 The Event Organiser shall ensure that all contractors involved in the Event shall carry out their own Risk Assessments and relevant method statements. The Event Organiser shall obtain copies of these Risk Assessments and Method Statements and retain them with their own records for at least three years following the Event.

16. Prevention of Crime and Disorder

- 16.1 Events Organisers are required by the Council to ensure that all areas of potential crime and disorder are addressed prior to the event. The Event Application document must be completed prior to the event identifying the nature of event, entertainment, type of audience and anticipated numbers and timings of the event. On receipt of this information and in consultation with relevant statutory services, the appropriate stewarding measures will be applied depending on the nature of the event and timings. The stewarding requirements are ratio of two door supervisors for the first 100 customers, then one per hundred thereafter. This number to include only door supervisors employed solely on door supervisor duties i.e. safety and security.
- 16.2 Where a premises employs door supervisors, those staff should wear a fluorescent and / or reflective orange tabard, clearly marked 'Door Supervisor'. The tabard should also be fitted with a clear plastic window on the chest area in which to satisfactorily display the licence issued to the door supervisor by the Security Industry Authority. This condition may be disapplied at the discretion of the police.

17. Public Safety

- 17.1 Public safety at events is paramount. All Event Organisers must provide Health and Safety documents, risk assessments, relevant method statements and insurance details for all events at least four weeks prior to the Event. These documents will address all relevant issues including, but not restricted to, stewarding, lost children procedures which has been approved by PCC Head of Safeguarding Children, emergency (evacuation) procedures, first aid provision and crowd control measure.
- 17.2 All Event planning will be in accordance with the Health and Safety Executive publication 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' and will include full involvement with the necessary emergency services and Portsmouth City Council.

- 17.3 In the event that an incident has occurred (prior to and not as a result of the event or its set up) which may affect the running of the event, the Event Organiser shall contact Hampshire Constabulary's Operations Department on 023 9289 1572 or appropriate Emergency Service for advice. The Event Organiser shall then put appropriate contingency measures in place or cancel the event

18. Prevention of Public Nuisance

- 18.1 Event Organisers shall work with the Council, the Police and other agencies to ensure that all aspects of security and possible public nuisance are addressed. This may include notifying residents of forthcoming events by mail or by the provision of stewarding and security on the perimeter of the event.
- 18.2 At larger events or events where the Police believe the possibility for public nuisance to be higher than usually expected, a Police presence may be provided if deemed necessary by the Police and a charge may be levied by the Police which will be payable by the Event Organiser. Any charges levied are a matter between the Police and the Event Organiser only.
- 18.3 All Event Organisers shall ensure that the potential for public nuisance inside and outside the Venue is reduced as far as possible and is kept to a minimum.
- 18.4 Event Organisers shall comply with any requirements imposed on them by the Council in relation to the prevention of noise nuisance. This may include, but may not be restricted to, the monitoring and recording of sound levels in, at and around the Event.

19. Child Protection

- 19.1 Event Organisers must demonstrate that all child protection issues have been addressed, such as a lost children's policy and Criminal Records Bureau, (CRB) checked personnel. All Event Organisers must provide full Risk Assessments and Method Statements in relation to child protection that highlight any areas of risk and how they will be controlled
- 19.2 With film screening events, the films shown will be subject to a classification check agreed in advance with the Council.

20. Indemnities and Insurance

- 20.1 The Council shall not be responsible and shall 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 during the set-up, during the event or during the breakdown of the event.
- 20.2 The Event Organiser shall be responsible for all safety aspects of the Venue and the Event prior to, during or subsequent to the Event and shall accept all liability for any loss, damage, injury or death howsoever, and by whomsoever, caused, whether to property or person(s) sustained by any person(s) in the Venue.
- 20.3 The Event Organiser shall indemnify the Council against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to person(s) or property caused by any person(s) engaged by or assisting the Event Organiser or attending the Event.
- 20.4 The Event Organiser shall maintain during and for at least one week prior to and fifty-one weeks after the Event Public Liability Insurance (including products liability where appropriate) with cover of at least £5,000,000.00 (five million pounds) per single claim without limitation to the number of claims and shall produce evidence of such insurance to the Council's Events Team at least six weeks prior to the event and on request at any time after this date.

- 20.5 The Event Organiser shall be required to produce evidence of the existence of Public Liability Insurance at such a level as required by the Council in respect of any exhibitor, entertainer, sub contractor, caterer or other third party that the Event Organiser has instructed or authorised to appear, perform, attend or work at the Event.
- 20.6 Failure of the Event Organiser to provide proof of insurance cover as required to the Council under these terms and conditions shall lead to cancellation of any Permit issued. In this instance, the repayment Conditions contained within clause 4.1 of these terms and conditions shall apply.
- 20.7 The Council may require, at its sole discretion, a higher level of insurance cover if in its reasonable opinion such cover is appropriate to the Event.

21. Permits and Licences

- 21.1 The Event Organiser shall ensure that any licence, permit or other consent that may be required for whatever purpose is obtained from the relevant authority before the Event and shall produce upon request to the Council copies of each such licence, permit or consent.
- 21.2 The Event organiser shall exhibit during the Event all licences permits and consents required to be so exhibited.
- 21.3 Nothing shall be done by the Event Organiser that shall or may contravene the terms and conditions of any licence (or consent) issued in respect of the Venue or the Event.

22. Prohibition

The Event Organiser shall not stage or engage in any activities other than what is declared in the Council's Event Application Form without the prior written consent from the Council.

23. Property Not Removed

- 23.1 The Council will remove, dispose of or store any property that is left by the Event Organiser or their agents or visitors to the Event in, around or upon the Venue after the period of use. The Event Organiser shall repay to the Council on demand the costs of such removal, disposal and storage.
- 23.2 The Council shall not be held responsible for any damage to or theft of property by or during its removal, disposal or storage.
- 23.3 The Council shall be entitled to remove and sell in such a manner as it considers fit any property left at the Venue following the Event and not claimed within four weeks of the end of the Event. The proceeds of sale of which shall belong to the Council.

24. Right of Entry

- 24.1 Authorised Council Officers, Council Members or member of the Portsmouth Events Safety Advisory Group shall be permitted entry to the Venue at all times during the period of hire.
- 24.2 The Council shall be entitled to refuse admission to or evict any person from the Venue during the Event or at any other time.
- 24.3 The Council may fix a maximum limit for the number of persons attending the Event and the Event Organiser shall ensure that this number is not exceeded.

25. Road Closures

- 25.1 All events on the Public Highway, which require the stopping and / or re-direction of vehicular traffic, will require a formal road closure. The Event Organiser shall work with Portsmouth City Council's Traffic Management Team to agree whether or not a road closure is required, the extent of the closures, the equipment needed and the associated diversion routes.
- 25.2 In the event of a road closure and the need to divert traffic, trained traffic marshals will be required to staff the closure points. Traffic marshals must be qualified with either the 12D Traffic Management Qualification Card or New Roads & Street Works Act 1991 Chapter 8 qualified. Whilst Portsmouth City Council will, if asked, recommend organisations to manage the traffic at an event, the Event Organiser may employ the services of their own traffic marshal, qualified to the aforementioned standard in agreement with the Council.
- 25.3 The Event Organiser shall ensure that any road closure equipment provided by the Council, including associated signage, is not moved and shall maintain the integrity of the closure. The Event Organiser is wholly responsible for any property used at the Event that is owned by the Council. In the case of damage and/or loss of such property, Clause 2.2 of these terms and conditions will apply.
- 25.4 Road Closure applications shall be submitted to the Council's Traffic Management Team (part of the Traffic Safety & Sustainable Transport Group) at least 12 weeks in advance of the Event. The Council may ask, depending on the nature, size and scale of the event, for a full Traffic Management Plan detailing both pedestrian and vehicular movements to and from the Event during the build-up, during the Event itself and during the break-down of the Event.

26. Signage

- 26.1 The Event Organiser shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 26.2 The Event Organiser shall obtain the Council's permission prior to erecting any temporary directional signage associated with the Event which will be withheld (inter alia) unless supplied by the AA, RAC, TMS or other organisation approved in writing by the Council. The Event Organiser must be aware that temporary directional signage does not include signage associated with road closures. Signage for the road closures must be arranged as part of the infrastructure for the closure set up (i.e. barriers and cones) and agreed with the Council.
- 26.3 The Event Organiser shall agree a sign schedule with the sign supplier, which will cover all signage to be used (including for any road closure that is in place). The sign schedule shall be produced and submitted to the Council at least 60 days in advance of the Event to allow sufficient time for the sign supplier's application to be assessed by the Council and permission from the Council being either given or reasonably withheld. The Council's decision on this issue is absolute and final.

27. Road Traffic

It shall be the responsibility of the Event Organiser to liaise with the Council's Traffic Manager and Hampshire Constabulary regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue / Site, across Portsmouth and the surrounding area. The Event Organiser shall comply with any requirements of the Traffic Manager and the Police regarding traffic management.

28. Sale or Display of Prohibited Items

- 28.1 The Event Organiser shall ensure that the following items are not offered for sale or displayed: any weapons, including guns – real or replica, crossbows, bows, slings, catapults, offensive or obscene items or publications, illegal drugs or controlled substances.
- 28.2 The Event Organiser shall make regular site inspections to ensure its compliance with Condition 28.1. If any relevant sale or display is identified, the Council shall be contacted immediately with a view to a dual inspection being made and if necessary further action taken against the offending person.

29. Fire Precautions

The Event Organiser shall liaise prior to the Event with Hampshire Fire and Rescue Service to ensure that all fire safety legislation is adhered to and that all necessary fire precaution measures as advised by the Fire Officer are in place.

30. First Aid Cover

- 30.1 The Event Organiser shall ensure that throughout the Event a minimum of two qualified first aiders are available to treat persons working at and attending the Event.
- 30.2 The Event Organiser shall ensure that any First Aid box at the event is fully stocked, that all contents are in date and appropriate for the event
- 30.3 Whenever the attendance at the Event is liable to exceed one thousand at any time, First Aid cover shall be discussed prior to the Event with the South Central Ambulance Service NHS Trust (Hampshire Division).
- 30.4 All First Aid provision location shall be clearly signed within the Event.
- 30.5 If an accident occurs during the event, the Event Organiser must report this to the Council at the earliest opportunity.

31. Traders

No commercial traders shall be permitted to trade at the Event without the prior written consent of the Council.

32. Variations to Agreement

The Council shall be entitled to vary the conditions of the permit, any other permissions and / or any other Licenses issued by the Council in relation to the Event, or revoke the permit, any other permissions and / or any other Licenses at any time. The Event Organiser may, within 7 days of receipt of such notice, give a written counter-notice to the Council that they regard the permit, permissions and or Licence as revoked whereupon a refund of any Hiring Fee that may have been paid to the Council by the Event Organiser will be returned. The Event Organiser shall not be entitled to any other remedy in respect of such variation or deemed revocation.

Appendix A - Emergency Services, Support Services & Local Authority Contact Numbers

Hampshire Constabulary

Operations Department, Kingston Police Station, Portsmouth

Telephone: 023 9289 1572 or 023 9289 1912

email: portsmouth.operational.planning@hampshire.pnn.police.uk

Traffic Management

Telephone: 023 9284 1336

email: richard.lumley@portsmouthcc.gov.uk

Hampshire Fire and Rescue

Telephone: 023 9266 4656

email: tfs.admineast@hantsfire.gov.uk

St John Ambulance

Jim Graves

Telephone: 01722 349190

Mobile: 07838 387484

Queens Harbour Master

Telephone: 023 9272 3124

South Central Ambulance Service NHS Trust (Hampshire Division)

Telephone: 01962 893795

Mob: 07860232340

email: john.dyer@hantsam.nhs.uk

HM Coastguard

Telephone: 023 9255 9001

email: colin_griffiths@mcga.gov.uk

COLAS

Telephone: 023 9231 0900

email: pfi@colas.co.uk

Events Team

Telephone: 023 9283 4067

email: events@portsmouthcc.gov.uk

Highways / Transport / Car Parks Co-ordinator

Telephone: 023 9283 4955

email: simon.moon@portsmouthcc.gov.uk

Health and Safety

Telephone: 023 9284 1132

email: dennis.pallett@portsmouthcc.gov.uk

Seafront Management

Telephone: 023 9282 8112

email: seafrontmanagement@portsmouthcc.gov.uk

Licensing

Telephone: 023 9284 4604
email: licensing@portsmouthcc.gov.uk

Community Wardens

Telephone: 023 9275 2002
email: Community.wardens@portsmouthcc.gov.uk

Street Cleaning / Refuse

Telephone: 023 9284 1428
email: clive.rankin@portsmouthcc.gov.uk

Environmental Protection:

Telephone: 023 9283 4835
email: michael.thorne@portsmouthcc.gov.uk

Local Travel

Telephone: 023 9283 4613
email: roger.banks@portsmouthcc.gov.uk

Building Control

Telephone: 023 9283 4594
email: buildingcontrol@portsmouthcc.gov.uk