

# Application Pack for Organising an Event in Southampton



Event Management  
Southampton City Council  
Civic Centre  
Southampton  
SO14 7LP



Tel: 023 8083 2906

E-mail: [events@southampton.gov.uk](mailto:events@southampton.gov.uk)

Website: [www.southampton.gov.uk/whatson](http://www.southampton.gov.uk/whatson)

Dear Event Organiser,

## **ORGANISING EVENTS IN SOUTHAMPTON**

Southampton is a great place to hold an event and we are delighted that you are considering staging your next event in the city. This letter briefly describes the process and also where you can go for more advice and assistance.

### **The Process**

Please find enclosed an application form and the general terms and conditions for holding an event in Southampton. You should complete this form, include as many details as possible and either return it to the postal address above or send it by email to [events@southampton.gov.uk](mailto:events@southampton.gov.uk). For most events we would ideally like to receive your application at least 10 weeks before your event is due to take place. Applications received within this period may not be able to be considered and processed in time.

When we receive your application it will be distributed to the Events Safety Advisory Group which has been set up in Southampton. This group comprises of representatives primarily from Southampton City Council, Hampshire Constabulary, Hampshire Fire and Rescue and Hampshire Ambulance. It is important to note that that Events Safety Advisory may impose additional terms and conditions of which you will be notified.

If your event has been approved and you have supplied all the necessary documentation and paid the agreed fee you will be sent an Event Permit which you should keep with you during the event.

### **Licensing**

Your application is also sent to the City Council's Licensing team who will assess whether your proposed event will require a Licence under the [Licensing Act \(2003\)](#). If your event does require a licence, please remember that it will be your responsibility to obtain this at your own expense. This is in addition to the fee payable for using the land for your event.

### **Event Assistance**

If you do not have experience of organising events, it is recommended that you consult the Health & Safety Executive's publication 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events (ISBN: 0717624536) as it provides useful advice on organising safe events. If you are unable to purchase this book, it is available in the reference section of Southampton Central Library.

There is also [a useful short guide](#) on the Council's [Events & What's On](#) website. You are also more than welcome to contact the Event Management office for advice.

Should you have any questions, please do not hesitate to contact the Event Management office.



## Event Application Form

### Event Organiser Details

Name of Organisation	
Event Organiser	
Contact Address (including postcode)	
Person responsible on site (if different to event organiser)	
Tel No: Home	
Tel No: Work	
Mobile No	
Email address	

### Public Enquiries

Please supply details (if different from above) of how people can get in touch with you if they want to find out more about your event. This information may also be used by the City Council on any supporting publicity.

Name	
Event public telephone enquiries no.	
Email:	
Website:	

### Event Details

Approximate number of people expected to attend?	
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Has the event taken place before?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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Nature of Event			
Charity event	<input type="checkbox"/>	Fund raising	<input type="checkbox"/>
Non commercial	<input type="checkbox"/>	Community Service event	<input type="checkbox"/>
Commercial	<input type="checkbox"/>		

For Charity Event – Name of Charity	
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## Event Application Form

Charity Registration Number			
Will there be a public collection for charity?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Will all the income raised go to the Charity concerned?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
If no, please give details:			
Is the event free?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If No, what is the admission price?
Will you be selling programmes?	Yes <input type="checkbox"/>		No <input type="checkbox"/>
		If yes, what is the proposed price?	
How will the event be publicised?			
Will the event be accessible to all?	Yes <input type="checkbox"/>		No <input type="checkbox"/>

### Licensing

Do you intend to include any of the following elements in your event?

Performance of a play	<input type="checkbox"/>	Sale of Alcohol	<input type="checkbox"/>
An exhibition of a film	<input type="checkbox"/>	Performance of dance	<input type="checkbox"/>
An indoor sporting event	<input type="checkbox"/>	Facilities for making music	<input type="checkbox"/>
Boxing or wrestling	<input type="checkbox"/>	Facilities for dancing	<input type="checkbox"/>
Performance of live music	<input type="checkbox"/>	Anything similar to music or dancing	<input type="checkbox"/>
Any playing of recorded music	<input type="checkbox"/>	Provision of late night refreshment	<input type="checkbox"/>

If you have checked any of the above boxes you may need to apply for either a Temporary Event Notice or Premises Licence in accordance with the [Licensing Act \(2003\)](#)

## Event Application Form

### Event Elements

Do you intend to include or permit any of the following elements at the event?

Aircraft	<input type="checkbox"/>	Any signs on the highway	<input type="checkbox"/>
Animals	<input type="checkbox"/>	Berthing Facilities	<input type="checkbox"/>
Barriers / Fencing	<input type="checkbox"/>	Compressed Gas Helium / LPG	<input type="checkbox"/>
Carnival Processions	<input type="checkbox"/>	Face Painting	<input type="checkbox"/>
Electrical Installations	<input type="checkbox"/>	Fireworks / Pyrotechnics / Fire Eaters / Lasers	<input type="checkbox"/>
Fairground Equipment	<input type="checkbox"/>	Fuel storage	<input type="checkbox"/>
Food / drink concessions	<input type="checkbox"/>	Hot Air Balloons	<input type="checkbox"/>
Helium balloon launch	<input type="checkbox"/>	Live Entertainment	<input type="checkbox"/>
Inflatables (bouncy castles etc)	<input type="checkbox"/>	Lost Children's Point / Information / Welfare	<input type="checkbox"/>
Market Stalls / Merchandising	<input type="checkbox"/>	Marquees	<input type="checkbox"/>
Motorcycles	<input type="checkbox"/>	Other Motor Vehicles	<input type="checkbox"/>
On site communications	<input type="checkbox"/>	Parachutists	<input type="checkbox"/>
PA System	<input type="checkbox"/>	Park and Ride Facilities	<input type="checkbox"/>
Portable Staging / Temporary Structures	<input type="checkbox"/>	Stewarding / Security	<input type="checkbox"/>
Re-enactment Groups	<input type="checkbox"/>	Water (limited supply at some sites)	<input type="checkbox"/>
Toilets	<input type="checkbox"/>		<input type="checkbox"/>

Please list any other elements of your event which are not covered by the check list

After this application has been submitted, no additional items may be included without the prior consent of the Event Management department.

### Highways & Traffic Management

Do you anticipate the need for:

Road closure(s)	<input type="checkbox"/>	Traffic diversion(s)	<input type="checkbox"/>
On street parking restriction(s)	<input type="checkbox"/>	Car park closure(s)	<input type="checkbox"/>

## Event Application Form

If you ticked any of the above, please provide full details of locations, dates and times.


If a formal traffic order is required, please ensure you apply at least 8 weeks in advance.

Please give details of who will be supplying and setting out the temporary traffic signs if required?


### Highway Inspections

Where equipment will be placed upon the highway, footway or carriageway the area must be inspected before and after the event; these inspections carried out by Balfour Beatty cost £100.

### Vehicles

Please indicate the approximate number of vehicles attending your event. Please also indicate on your site plan your proposed car parking area and how you intend to manage the parking of those vehicles?


Please provide details of the approximate number, weight and size of delivery vehicles and / or participating vehicles and whether any would remain on-site overnight?


### Toilets

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

Please list any other elements of your event which are not covered by the check list

### Litter Clearance / Reinstatement

You will be required to leave the site in a clean and tidy condition. This includes litter from the event that may be blown beyond the site boundary. Please identify the methods (and contractor) to be used in order to maintain the area free of litter and refuse.

## Event Application Form


### First Aid Cover

Please supply details of the first aid cover to be provided:


### City Council's Events & What's On Website

The City Council provides a free 'What's ON' service via its website and you must submit your event details at [www.southampton.gov.uk/whatson](http://www.southampton.gov.uk/whatson). If you do not have access to the Internet, please include all relevant details with this application and this will be submitted on your behalf.

### Data Protection



Any information you provide on this form will be held by Southampton City Council in accordance with the Data Protection Act 1998. The Council's nominated representative for the purposes of the Act is Richard Ivory, Head of Legal and Democratic Services. The information you provide will be used for Event Management Services only and will be shared with the members of Southampton's Events Safety Advisory Group to consider your application. This will include representatives from Southampton City Council, Hampshire Constabulary, Hampshire Fire and Rescue and Hampshire Ambulance. Your information will not be shared with any other third parties unless we are required to do so under a legal duty. If you have any questions relating to the use of your information, please contact the Events Coordinator at 023 8083 2077. On request, some of the information you provide, may be disclosed under the provisions of the Freedom of Information Act 2000. Please note that information submitted under 'Public Enquiries' may be made publicly available.

### Checklist

I have enclosed the following:

Signed Terms and Conditions	<input type="checkbox"/>	Insurance	<input type="checkbox"/>
Site Plan / Route Plan	<input type="checkbox"/>	Risk assessments	<input type="checkbox"/>

### Acceptance of Terms and Conditions

I confirm that I am over 18 years of age and I agree to be bound by the event terms and conditions which I have received, read and understood.

Print name

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Signature

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Position in organisation

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Date

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# Terms and Conditions

## Definitions

**The Council:** Southampton City Council

**Event Management Department:** the council department responsible for processing and granting permission for events (Civic Centre, Southampton, SO14 7LP)

**Council Representative:** a person or persons either appointed by the events management department to oversee the event or a person or persons carrying out a statutory function on behalf of The Council.

**The Event Organiser:** the person or organisation authorised to carry out an event on council land

**Agreement:** written authority from the council to use council land for the purposes of an event

**Concessionaire:** a person or organisation granted a concession to operate a business or sell a product on the site

**Event:** a show, festival, fair, circus or function of a like nature permitted to be held on council land

**Event Period:** the duration of the agreed event

**Set Up/Break Down:** a period of time either side of the event period for the construction and dismantling of equipment associated with the event

**Site:** the area designated by the council for the event and, if appropriate, concessionaire trading vehicles

**Event Organiser Representative:** a person appointed by the event organiser to assume day to day responsibilities associated with the event

**Competent Person:** a suitably trained and experienced person or persons appointed to help the event organiser or concessionaire comply with his duties under health and safety law and associated legislation

**Showman:** a member of the Showman's Guild

**Agreed Products:** hot and cold food, drinks and confectionary

## 1. General

**1.1** A copy of this Agreement must be produced on demand by the Council or Council Representative, and if not so produced the Council or Council Representative reserves the right to require immediate cessation of the Event and, where applicable, trading and removal of any Concessionaire's vehicle from the Site.

**1.2** The Event Organiser shall not be entitled to assign (in part or in whole) the benefit of this Agreement to any third party.

**1.3** The Event Organiser may, with the consent of the Council, sublicense any part or parts of the rights under this Agreement but without releasing the Event Organiser from the Event Organiser's obligations to pay the fee and observe and perform the obligations, covenants and conditions contained in this Agreement, and provided that:

(a) the Event Organiser shall not sub-contract (in part or in whole) any of the benefits of the Agreement without the written consent of the Council, such consent shall not be unreasonably withheld or delayed.

(b) every permitted sub-contract contain provisions, approved by the Council, imposing the same obligations as contained in the clauses of this Agreement.

**1.4** The Council will be entitled to terminate this Agreement by notice in writing having immediate effect upon the Event Organiser's failure to comply with any of the conditions herein.

**1.5** No variation by way of addition, omission or amendment to these conditions shall be accepted unless agreed in writing by the Council Representative. The Council reserves the right to vary, alter, amend or add to the provisions contained in this Agreement.

**1.6** The Council reserves the right to undertake confidential criminal record checks with the appropriate authorities given that the Event Organiser or any Concessionaire may have substantial

unsupervised access to children. The Event Organiser hereby agrees to give consent for such confidential checks to be carried out upon himself or any persons engaged in carrying out the contract, prior to commencement of the Agreement.

**1.7** Failure by the Council at any time to enforce the provisions of this Agreement or to require performance of any of the provisions of this Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision contained in the Agreement.

**1.8** A reference in this Agreement to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

**1.9** The Council reserves the right to refuse any application for the hiring of the Site without being required to give any reason for such refusal.

**1.10** The Council reserves the right to withdraw permission to use the Site. However, the Council will repay any deposits paid on cancelling any permissions but shall be under no liability for expense incurred or loss sustained by the Event Organiser as a result of the cancellation.

**1.11** Cancellation by the Event Organiser of a booking must be in writing and the effective date will be the receipt of such information by the Event Management Department.

**1.12** On cancellation of the booking the Event Organiser shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Event Management Department to vary this provision in appropriate cases.

**1.13** Event Organisers who do not take up their commitment for any reason or fail to notify the Event Management

## Terms and Conditions

Department in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole hire charge together with any additional expenses incurred by the Council.

**1.14** Substitution and amendments of the nature of the booking must be notified in writing to the Event Management Department who reserves the right either to cancel the booking or amend the hire fee as he considers appropriate. In the event of such cancellation, the Event Organiser shall be liable as stated in clauses 1.12 and 1.13 above.

**1.15** The Council accepts no responsibility for the non-arrival by the required time of application forms remittances or cancellations.

**1.16** The Council shall have the right to cancel any booking forthwith in the event that the Site is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid to the Council and the amount shall be at the Council's sole discretion.

**1.17** The Council reserves the right to vary the conditions of the Agreement between the Council and the Event Organiser at any time at 7 days notice. Any variations so made shall be deemed to be incorporated in the terms and conditions. The Event Organiser may, within 7 days of receipt of such notice, terminate this agreement.

**1.18** The Event Organiser agrees and consents to the Council providing and disclosing confidential information where such disclosure is necessary in order for the Council to discharge its obligations under the Freedom of Information Act (FOIA) 2000 or the Data Protection Act 1998 (DPA).

**1.19** The Event Organiser acknowledges that the decision as to whether or not any exemption applies to a request for disclosure made under FOIA or DPA is a decision solely for the Council.

**1.20** Where the Council is managing a request for disclosure of information pursuant to FOIA, the Event Organiser will liaise with the Council and will

respond to any request by the Council for assistance within 5 working days.

**1.21** Where the Event Organiser engages a sub-contractor pursuant to the terms of this agreement, the Event Organiser shall procure from such sub-contractor an undertaking to comply with the obligations of this clause in a form approved by the Council.

**1.22** The Event Organiser shall not offer to give, agree to give, to any employee or representative of The Council any gift or consideration of any kind whatsoever as an inducement or reward for doing or refraining from doing any act in relation to the obtaining or execution of this or any other agreement to the Council or for showing or refraining from showing favour or disfavour to any person in relation to this or any other Agreement.

### 2. Use of Site

**2.1** This Agreement is granted solely for the agreed Site for the purpose of the Event approved. No other use of the land is allowed whatsoever unless with prior written permission of the Council.

**2.2** This agreement does not create any interest in land and the Council shall retain possession and control of the Site at all times.

**2.3** Council Representatives are empowered at all times to instruct the Event Organiser to comply with the Agreement conditions and reserve the right to terminate the Event if any of the terms and conditions of this Agreement are breached.

**2.4** The Event is to be undertaken exclusively at the Event Organiser's expense. The Council will not contribute financially unless prior written approval has been given.

**2.5** Any proposed entrance fees must be agreed, no less than 28 days in advance of the Event, by the Council Representative.

**2.6** Permission to enter the Site gives no right to occupy the land permanently or exclusively. Entry to and use of the Site is strictly limited to the dates and times approved by the Council.

**2.7** Vehicular access, if granted, should only be on the routes detailed on the plan attached to the Event Organiser's Agreement. Site traffic movements and numbers must be kept to a minimum at all times. The maximum speed limit is 10 M.P.H.

**2.8** Specific permission is required for any fencing, structures or other works to be carried out on the Site. Such works are to be of a strictly temporary nature and must be removed to the satisfaction of the Council Representative prior to the expiry of the Agreement, and must not cause long-term damage to the Site.

**2.9** No petrol generators are to be used at any time and all other electrical installations must be installed by a Competent Person and suitably earthed.

**2.10** The Event Organiser will pay for any electrical power used from the Council's provision on the Site. The Council will invoice the sum payable to the Event Organiser after the Event.

**2.11** The Event Organiser will pay for all water used on the Site during the period of occupation. The Council may at its own discretion provide access to a water supply, though it cannot guarantee that this water will be potable.

**2.12** No damage or alteration to the Site will be permitted. The Event Organiser will be held responsible for any damage occurring on the Site, howsoever caused. A bond against damage may be required for certain events and this will not be refunded in the event of any damage. The Event Organiser must take all reasonable steps to ensure that no diesel, oil, petrol or chemical waste is spilt or deposited on the site. Drip trays must be provided where there is a potential risk. The Event Organiser will reimburse the Council for the cost of reinstatement repairs caused by the Event. Where considered necessary by the Council Representative, a pre and post Event inspection of the Site will be made and undertaken with the Event Organiser.

**2.13** The Event Organiser will undertake all the litter clearance on Site and any surrounding area

## Terms and Conditions

designated by the Council Representative at his own cost. This must be carried out on a daily basis. If the Site needs to be cleaned after the Event, then any costs incurred by the Council will be invoiced to the Event Organiser as soon as possible thereafter.

**2.14** The Event Organiser must ensure at all times, from the Set-Up to the Break-Down period, that the access gate to the Site is controlled by a steward. If the access gate is not locked, the gate must be controlled by a Competent Person who will ensure that no unauthorised vehicles or persons enter the Site. Stewarding will be on a 24 hour basis, which remains the responsibility of the Event Organiser. If unauthorised access occurs on the site during the Event Organiser's period of occupation, then any future applications to hold an Event on Council land may be refused. The Event Organiser will be responsible for the cost of damage and any costs associated with the removal of illegal vehicles or persons caused by unauthorised entry.

**2.15** Any caravans brought on Site must be screened from public view.

**2.16** Waste water must not be emptied directly onto the Site itself, into the ditches or the drains. Suitable containers and plumbing facilities must be provided by the Event Organiser.

**2.17** The Council Representative reserves the right, without prior notification to the Event Organiser, to enter the Site at any time to ensure that the terms of the Agreement are being complied with.

**2.18** The Council reserves the right to request the immediate removal from the Site of any commercial or other activities not previously agreed.

**2.19** The Council reserves the right to grant permission for the use of the surrounding areas of land to the Site for the duration of the Event.

**2.20** The Event Organiser must comply with any relevant legislation that applies to the Site, as well as any special conditions that apply to the Event itself.

**2.21** These terms and conditions apply to the entire Event Period, in addition to the Set- Up and Break- Down days of the Event.

**2.22** No public car parking is permitted except with the prior agreement of the Council

**2.23** The property of the Event Organiser, Concessionaire or agents must be removed at the end of the period of hire or by a time and date to be agreed with the Event Management Department. The Council accepts no responsibility for any property left on the Site before, during or after the hire period.

**2.24** The Event Organiser agrees that where the Site is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access.

**2.25** The Council Representatives shall be permitted entry to the Site at all times during the period of hire.

**2.26** The Council reserves the right to refuse admission to or evict any person from the Site.

**2.27** The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

**2.28** The Council may remove and store any property that is left by the Event Organiser in or upon the Site after the period of hire. The Event Organiser shall repay to the Council on demand the costs of such removal and storage. The Council is entitled to remove and sell in such a manner as it thinks fit any property left at the venue as a result of the hiring not claimed within 28 days. The proceeds of sale shall be the Council's.

**2.29** This Agreement does not authorise performing animals on Council land. Any Event involving the use of performing animals must be specifically drawn to the attention of the Event Management Department and specific separate permission sought. The Council will consider each application to hold an Event involving performances by animals on its merits.

**2.30** It is the Event Organiser's responsibility to determine the position of and avoid all buried hazards

(pipelines, cables, conduits) on the Site.

### 3. Nuisance

**3.1** If a public address system or amplified music is used, the Event Organiser must comply with the requirements of the Council's Information Note on 'Noise from Entertainment and Leisure Pursuit Activities' attached at Appendix 1, and inform all local residents and businesses at least 14 days prior to the Event that there will be amplified sound. If, in the opinion of the Council Representative, the sound level is considered too high, the Council Representative will ask the Event Organiser to lower the sound level. The Council representative reserves the right to close the Event if this request is not adhered to.

**3.2** No nuisance of any kind (e.g. noise, litter, parking etc) is to be caused to adjoining occupiers of the Site or other members of the public. In the event of a Council Representative being called out as a result of a complaint, the Event Organiser will be required to pay for all costs incurred. There will be a minimum call out fee of £175, payable immediately by the Event Organiser. The Event Organiser must take immediate measures to comply with any instructions given.

**3.3** The Event Organiser must ensure that no gravel, earth or other substances are deposited on the Site without the prior consent of the Council. At no time must straw be brought or used on Site.

**3.4** No advertising material is to be displayed anywhere on the Site or elsewhere in Southampton in relation to the Event unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 or relevant legislation from time to time in force and has been agreed with the Council's Cleansing Enforcement Officer on telephone 023 8083 3662, whose instructions must be adhered to in all detail.

**3.5** The Event Organiser will, in the event of complaints about the Event, be responsible for dealing with any complaint in a prompt and efficient

manner, including replying in writing to the complainant, if deemed necessary by the Council Representative.

**3.6** The Event Organiser may be requested to employ an acoustic consultant to undertake noise level surveillance during certain events

### **4. Health & Safety (and Public Safety)**

**4.1** The Event Organiser is responsible for and must ensure that the Event is organised in a responsible manner and that adequate Health and Safety arrangements, including first aid facilities and adequate protection for participants, are put in place to safeguard all persons attending the Event. The Event Organiser must conform to the Health and Safety etc at Work Act 1974, all relevant legislation, and Health and Safety Executive Guidance from time to time in force.

**4.2** The Event Organiser must supply a suitable Risk Assessment to the Council at least 28 days before the Event.

**4.3** The Event Organiser must provide toilet provision for staff and expected audience of a suitable quantity and type as required by the Council. It should be noted that if Council toilets are on Site, it cannot be guaranteed that these will be made available for the Event.

**4.4** The Council Representative reserves the right to request an event management plan from the Event Organiser no less than 28 days before the Event, to include, but not limited to details of : Safety Policy, Event Site Plan, Contractors and Sub Contractors, Risk Assessment, Exits and Entrances, Marquees and Large Tents, Fire Fighting Equipment, Curtains and Drapes, Temporary Structures, Major Incident Plan, Communication Procedures, Audience Profile, Build de-rig and running schedule, Admission Policy, Stewards and Stewards Training, Traffic Management, Barriers and Fencing, Electrical Installations and Lighting, Food, Drink and Water, Merchandising, Amusements, Attractions and Promotional Displays,

Sanitary Facilities, Waste Management, Noise and Vibration, Firework Displays, Pyrotechnics, People with Special Needs, First Aid, Information and Welfare.

**4.5** The Event Organiser must provide suitable and clearly marked fire equipment (e.g extinguishers) and must ensure that, in the case of caterers, Concessionaires or tents, each unit has its own suitable fire fighting equipment. Hampshire Fire and Rescue have offered guidance for Event Organisers and this is detailed in Appendix 3.

**4.6** A sensitive earth leakage protection system (residual current device) shall be provided on the wiring installation of the electric supply to any Event. The device shall be designed to operate if the earth-leakage current exceeds 0.03 A and have a maximum operating time of 30 milliseconds. A test button shall be incorporated. This condition is to prevent electrical shock.

**4.7** Marquees shall be made of fire resistant materials. They shall be erected by a Competent Person. There must be an adequate number of fire exits. The fire brigade can give advice on this for large marquees, and their requirements must be complied with. The guy ropes shall be installed so they do not obstruct any fire exits/entrances and do not cause trip hazards.

**4.8** Temporary structures and stages shall be erected by a Competent Person and be inspected before use

**4.9** It is the Event Organiser's responsibility to ensure that vehicles given permission to enter the Site are driven safely:

**4.9.1** Vehicles entering the Site must be driven slowly, with due regard for the safety of all users of the recreation ground and with their hazard lights operating

**4.9.2** In situations where it is necessary for vehicles to reverse, a marshal must be present to guide the vehicle back and keep pedestrians clear

### **5. Liabilities & Indemnities**

**5.1** The Event Organiser must indemnify the Council against all claims, demands, actions or proceedings in respect of any damage, loss, theft or removal of property belonging to any person or any claim for any person in respect of the death or personal injury sustained excepting only such claims, demands, actions or proceedings being due directly to the actions or defaults of the Council, its agents or staff.

**5.2** The Event Organiser must fully indemnify the Council against any claims arising from the use of the Site and must have in place public liability insurance with a limit of liability of at least £10 million. The public liability insurance should cover the activities to be carried out during the Event. Proof of such insurance must be produced to the Council, by way of the Event Management Department, no less than 28 days before the Set-Up period of the Event.

**5.3** The Event Organiser hereby indemnifies the Council as landowners against any claims or actions arising from his failure to ensure that his activities are properly licensed.

**5.4** The Event Organiser must indemnify the Council in respect of any costs which may be incurred by the Council as a result of the Site not being vacated at the proper time.

**5.5** In the event of cancellation of the Event or on termination of this Agreement for any reason, no liability for financial or other loss occasioned by the Event Organiser or by any other person shall be accepted by the Council.

### **6. Publicity**

**6.1** On approval of the Event, the Event Organiser must submit details of the Event to the Council's 'What's On' calendar. The website address for this calendar is [www.southampton.gov.uk/whatson](http://www.southampton.gov.uk/whatson) If the Event Organiser does not have access to the internet, he must inform the Council Representative and this information will be submitted on his behalf.

## Terms and Conditions

**6.2** The Event Organiser must include the Council's logo on all publicity material relating to the event as illustrated by the colour and black and white examples below. No less than 28 days before the Event, you must inform the Council of the required logo format. All publicity material displaying the Council logo must be approved by the Council Representative before it is printed or published.

Supported by



Supported by



**6.3** No advertising material may be issued nor tickets sold until such time as a binding agreement to hire has been approved by the Event Management Department.

**6.4** Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variations thereto may be deemed a reason for the cancellation of a hiring or series of hiring. 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

### 7. Fees

**7.1** The fee payable for the use of the site is that agreed by the Event Management Department and is payable directly to the Council no less than 28 days before the set up date for the Event. Cheques should be made payable to 'Southampton City Council.

**7.2** Any fees owed to the Council for 7 days or more will result in refusal of or, if granted, immediate termination of the Agreement.

### 8. Event Licensing & permits

**8.1** The Event Organiser must comply with the provisions of the Licensing Act 2003, which may require certain activities in connection with the Event to be the subject of authorisation under the Act. These include, but are not

limited to, the sale or supply of alcohol, regulated entertainment (music, indoor sport, boxing and wrestling, dancing, theatre, cinema) and late night refreshment.

**8.2** The Event Organiser is recommended to seek his own independent legal advice in relation to his liabilities under the legislation.

**8.3** Applications for licences must be made to the Council's Licensing Team, PO Box 1344, Southampton SO15 1WQ. Telephone 023 8083 3245. Forms and guidance notes are available from [www.southampton.gov.uk/licensing](http://www.southampton.gov.uk/licensing)

**8.4** The Event Organiser shall ensure that any licence (in normal circumstances licences take approximately 8 weeks to obtain), permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

**8.5** The Event Organiser will be responsible for exhibiting all necessary permits during the Event

**8.6** Nothing shall be done by the Event Organiser that shall or may contravene the terms and conditions of any licence (e.g Premises Licence (Licensing Act 2003)), permit and/or licences or consent issued in respect of the Site.

**8.7** No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Site without the prior written permission of the Council.

**8.8** The Event Organiser will be responsible at their own expense for ensuring that a music licence has been granted by the [MCPS-PRS](#) and [PPL](#) if required. This relates to playing copyright music outside of the home. More details are available from the Mechanical-Copyright Protection Society – Performing Rights Society and the Phonographic Performance Limited websites.

**In addition to the above terms and conditions, the following Special Conditions apply to Events involving fairs and attractions, the use of the Common and mobile service concessions:**

### 9. Special Conditions – Fairs & Attractions

**9.1** The Council acknowledges that as a Member of the Showman's Guild, the Event Organiser is himself bound by any rule, standing order or by-law of the said Guild. The Council does not in any way bind itself to any rule, standing order, by-law or any other regulation of the Showman's Guild and, in accordance with the law, reserves the right to invite tenders for any future fairs and appoint the successful applicant as Event Organiser or Concessionaire, regardless of Guild rules. The Agreement does not in any way create an established right of tenure or any such like right of the Event Organiser, as recognised by the Council.

**9.2** Both the Event Organiser and any Concessionaires will be required at all times to comply with all relevant legislation relating to fairground rides, the provisions of the Code of Safe Practice at Fairs produced by the Health & Safety Executive, together with any Guidance on individual fairground rides published and any subsequent Code of Practice or supplemental Guidance that may be published or in force from time to time.

**9.3** The Event Organiser and any Concessionaire must ensure that any fairground equipment has a current Health and Safety Executive certificate confirming that the ride has been independently inspected by a Competent Person. Such certificates must be displayed in a prominent place on the ride at all times and must be available for inspection by the Council prior to the opening of the Fair. Copies of the certificates and the risk assessment for the Event must be given to the Council, by deposit at the offices of the Event Management Department, no less than 28 days prior to the Set Up period of the Event.

**9.4** The Event Organiser must ensure that all electrical cables are suitably insulated, safely suspended if

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necessary, and removed from all public thoroughfares.

**9.5** The Event Organiser must ensure that all electrical and mechanical equipment is at all times safely guarded from the public by suitable fencing and/or barriers.

**9.6** The Event Organiser must at all times ensure that fire-fighting equipment is readily available throughout the Site and that each ride operator has appropriate fire-fighting equipment either within each ride or attraction itself or within easy reach. Officers from Hampshire Fire & Rescue Service may, without notice, inspect the rides and attractions for suitable fire-fighting equipment and evacuation procedures.

**9.7** The Event Organiser will monitor all the access ways on Site and keep them clear at all times, including the Set-Up and Break-Down period.

**9.8** The Event Organiser must ensure that no public car parking is allowed on the Common.

**9.9** The Event Organiser must at all times comply with any direction or instruction of the Council Representative as to the removal, re-arrangement or re-positioning of any part of the fair should this be deemed necessary.

**9.10** The Event Organiser must at all times ensure that all charges to the public are reasonable and do not exceed the average charges made for similar amusements in the rest of the United Kingdom. Any dispute over the charges made to the public will be referred to the Showman's Guild of Great Britain who will be asked to indicate the national average level of charges prevailing at the time. Any person found to be making any charge which is unreasonable may be required to leave the Site forthwith and shall not be permitted the return of any charge paid by him.

**9.11** The Event Organiser will be responsible for allocating space to Concessionaires within the designated total area, to resolve any disputes which may arise and to maintain a record of each Concessionaire, their name, address and copy of their safety certificate.

**9.12** At all times the contractual relationship remains between the Council and the Event Organiser. The Event Organiser must bring the provisions of the Agreement, other than those which are purely personal to the Event Organiser, to the notice of every person permitted by the Event Organiser to occupy any part of the Site and to incorporate the same in any agreements made with such person.

**9.13** The Event Organiser must not permit at any time any Concessionaire to allow any other person to occupy their pitch.

**9.14** The Event Organiser must not offer for award any animals, birds or fish as prizes on the Site.

**9.15** The Event Organiser must nominate an Event Organiser Representative to be available to work with the Council Representative and the police as necessary during the operation of the Event. The Event Organiser Representative must be empowered to make decisions at all times. The name and contact details of said Event Organiser Representative must be given to the Council, namely the Event Management Department, no less than 28 days before the Set-Up period of the Event.

**9.16** The Event Organiser must not at any time allow any vehicles to proceed beyond the boundary of the Site, and to ensure that all vehicles keep to the paved roadways when entering and leaving the Site.

**9.17** The Event Organiser must not at any time carry out any unlawful act at the Site and is not to carry out any sale by auction or gambling or games other than those approved by the Council, in respect of which the Event Organiser must comply at all times with the relevant legislation from time to time in force.

**9.18** A site plan of the fairground and associated attractions must be submitted to the Council by way of the Event Management department no less than 28 days before the Event.

**9.19** The Event Organiser or appointed representative will personally supervise all Showmen entering and

leaving the Site in conjunction with the Council Representative to ensure that no damage is caused to the Site as a result of the setting up or dismantling of the fair.

**9.20** The Event Organiser must at all times use suitable solid levelling blocks for any levelling required when positioning the rides or any other equipment on the Site. The Event Organiser must use boards to access all vehicles and trailers on to the grass areas of the Site if the ground is wet.

**9.21** The Council will not allow any other fairs to operate on the Site within the 21 days preceding the Event. The Council reserves the right to allow other fairground operators to use the Site and other suitable sites outside the agreed Event Period.

**9.22** The Council will not allow any circus or an event of a similar nature to feature any animal acts of any kind in its entertainment programme.

### **10. Special Conditions – Events involving the use of Southampton Common**

**10.1** The Common is a Site of Special Scientific Interest (SSSI) and the Council has a duty under section 28G of the Countryside and Rights of Way Act 2000 to further the conservation and enhancement of the SSSI area. Accordingly, the Event Organiser must comply with Appendix 2 of the 'Keeping Southampton Common Special' document.

**10.2** The Event Organiser must not at any time allow any steam traction engine on any part of the Common, except by prior arrangement with the Council who may, at its sole discretion, permit one steam traction engine on the Site. The Council Representative's instruction as to the siting and operation of any such engine must be adhered to at all times. Please see Appendix 3 for more details of the Special Conditions regarding the use of Southampton Common.

### **11. Special Conditions – Mobile Service Concessions**

**11.1** The Event Organiser must ensure that the Concessionaire is registered with the relevant local authority in

accordance with the Food Premises Registration Regulations 1991.

**11.2** The Event Organiser must ensure that the Concessionaire may only sell the Agreed Products at the Site and shall sell no other items (food or otherwise) unless authorised by the Council in writing.

**11.3** The Event Organiser must ensure that the Concessionaire shall display his name and address on the trading vehicles at all times.

### **12. Governing Law**

**12.1** This agreement shall be governed by and construed in accordance with English Law and the Event Organiser submits unreservedly to the English Courts. The submission to such jurisdiction shall not limit the right of The Council to take proceedings against the Event Organiser in any other competent jurisdiction.

### **13. Equal Opportunities**

**13.1** The Event Organiser shall not unlawfully discriminate within the meaning and scope of the provisions of The Equality Act 2010.

### Information Note on Noise from Events

### Appendix 1

The purpose of this note is to provide advice to groups or organisations to enable them to carry out their own assessment of noise created by the event they are proposing to arrange. The purpose of such an assessment is to gauge the likely effect on nearby residents and to prevent the noise level being such that there is a loss of amenity, or worse still a noise nuisance and resultant complaints.

If the proposed event is for a period of more than a week then it is imperative to seek professional advice regarding the noise implications in order that a more detailed assessment may be carried out to avoid the need for expensive remedial works or relocation. Such advice is available from Southampton City Council's Environmental Health Service. Tel: 023 8083 2323.

When considering a short term event there is a variety of information that is required, including the following:

- The exact boundary of the site.
- The position of all potential noise sources on the site, this may include loudspeakers, vehicles, crowds, generators etc. If using amplified sound you must use a directional sound system.
- The times of the event and the times of any associated practise sessions.
- The time and duration of any necessary building and dismantling operations.
- The day chosen, e.g. Sunday is generally regarded as a more noise sensitive day than a weekday.
- How often the event will be held, i.e. annually, once only, etc.
- Traffic movements associated with the event.
- Identify the local noise receptor population and especially any sensitive locations such as schools, libraries and health care premises.

The aim should be that the level of noise from the event within nearby premises should not cause a loss of amenity or nuisance to occupiers. For instance, the level of noise may be acceptable during the day time when people are active and background noise levels are at their highest but the same noise after perhaps 2000 hours may prevent people, especially children, from sleeping and this would almost certainly be unacceptable.

The Event Organiser should ensure that people in the vicinity of the event are well informed about the exact times and dates of potentially noisy activities at least 14 days in advance of the event. This may be by letter to nearby residents or by signs posted on the site. Whatever method is used, it should clearly identify the contract holder and how they can be contacted before and during the event to discuss noise issues and to respond to any complaint.

The Event Organiser must also have the authority to influence the level of noise created during the event as well as identifying points around the site where the noise can be subjectively monitored. These sites should be visited at frequent intervals during the period of noise generation to assess the likely affect on conversations, sleep, etc., depending on the time of day or night.

In the event that levels are witnessed that are excessive then measures should be taken to reduce the sound levels immediately.

Everything creates noise and it would be unrealistic for anyone to expect silence within their environment. However with some planning and forethought, it is possible to minimise the affects of noise from leisure and sports activities so that the general good is maintained.

Finally, remember the key points:-

- Assess the likely noise when planning an event.
- Take steps to minimise the noise levels.
- Appoint someone to be responsible for the noise issues involved.
- Inform the population that may be affected.
- Ensure that people know who is in charge and how to contact them before and during the event.
- Assess the noise during the event and modify the volume to avoid noise nuisance, if necessary.

### Fire and Evacuation Considerations

### Appendix 2

This guidance is based on the Guides to Places of Assembly issued by the Department for Communities and Local Government, the Event Safety Guide and the Guide to Safety at Fairs. This note is not exhaustive and is to be used for guidance only.

#### Fire Risk Assessment

A Fire Risk Assessment should be carried out for all events. The aims of the assessment are:

- To identify hazards
- To reduce the risk of those hazards causing harm to as low as reasonably practicable
- To decide what physical fire precautions and management arrangements are necessary to ensure the safety of people at the event if a fire does start

#### Site Selection and Access

The following fire safety factors should be considered by the licensee when choosing a site:

- Access and egress for the public, emergency vehicles and equipment
- The proximity of surrounding buildings and vegetation and other risks in relation to the spread of fire
- The need for a telephone (to call the fire service)
- Availability of mains services
- The slope or unevenness of the ground

The capacity of a venue is generally dependant upon the available space for people and the number of emergency exits. The latter is the subject of a calculation involving the available exit space and the appropriate evacuation rate.

An outline plan of all structures should be prepared by the organisers showing the location of all structures, the position of all entrances and exits, generator equipment, vehicles etc. It should be kept up to date on the site and readily available for inspection. The plan should be agreed by the licensing authority following consultation with the fire authority having regard to occupancy, use, position and other factors relevant to safety.

The site should be arranged so as to allow adequate means of access for fire fighting appliances to within 50m of any part of the structure. Access routes should not be less than 4m wide, should have no overhead structure or cable less than 4.5m above the ground, and should be capable of taking the weight of fire appliances in all weathers (about 12.5 tonnes). Emergency vehicle routes within the site including those to fire hydrants, water tanks or other water supplies should be kept clear of obstruction at all times. It must be ensured that access to any neighbouring risks is not adversely affected by the development. Separate gated entrances and exits should be provided as access routes for emergency vehicles where appropriate.

Access to hydrants and other water supplies should not be obstructed or obscured.

#### Contacting the Fire Service

The Fire Service should be called immediately to every outbreak of fire. Facilities should be in place to accommodate this. All stewards should be made aware of the position of the nearest available telephone. The use of portable radios and mobile phones may be considered.

#### Spacing between Temporary Structures

A continuous range of temporarily erected stalls or similar structures should not exceed 45 metres with at least 2 openings or breaks of at least 1.1m wide. There should be a clear space of 4 metres between each range of stalls, exhibition stands or similar.

In order to reduce the possibility of the spread of fire between structures, temporary structures and caravans should normally be not less than 6m apart unless the structures are inherently fire resisting and certificated as such.

Additionally, with respect to tented structures, all supporting poles, frames, guys, stakes, anchors, fastenings etc should be regularly tested by the supplier and maintained in a safe condition. The structure should be erected by a competent person and should not readily collapse when exposed to fire.

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### General Principles of Means of Escape

People should be able to walk to safety along a clearly recognisable route by their own unaided efforts regardless of where a fire may break out at the venue.

On becoming aware of the need to evacuate persons will frequently look first to the way they entered, but if this cannot be reached an understandable instinct will be to turn away from the danger and seek an alternative route. The public may nevertheless underestimate the risk and may be reluctant to use exits with which they are unfamiliar. The role of training staff in ensuring that the public react and leave promptly should not be understated.

### Outdoor Venues

Outdoor venues such as parks, fields etc will normally have boundary fences at their perimeters. To provide means of escape which will allow for an orderly evacuation to take place, ensure that:

The number and size of exits in the fences or hedges are sufficient for the number of people present and are distributed around the perimeter

Exits and gateways are unlocked and staffed by stewards throughout the event

All exits and gateways are clearly indicated by suitable signs which are illuminated where necessary

### Means of Escape for Enclosed or Covered Structures

In the event of a fire breaking out in a structure it is essential that everyone is made aware of the danger and is able to reach a place of safety before being overcome by smoke, toxic gas or other products of combustion.

Every structure should be provided with exits which are sufficient for the number of occupants in relation to their width, number and siting. Normally no exit should be less than 1050mm wide (NB the width between poles in a tented structure is normally 950mm).

The number of persons that can safely use exit widths are as follows:

1050mm	up to 160 persons
1650mm	up to 240 persons
1950mm	up to 320 persons

It should be noted that exit widths larger than 1950mm tend to be cumbersome and are not considered conducive to a well ordered process of evacuation.

Where the structure is intended to hold more than 50 persons there should not be less than 2 exits. This makes allowance for the fact that one exit may be obstructed and not available because of fire or smoke or other hazard. The final exits should be distributed evenly around the structure so that genuine alternative routes are available from all parts. From any part of the structure the distance of travel to a final exit should not be more than 18m. (In structures having only one exit, the distance of travel should not be more than 6.5m)

Where structures or enclosures are intended to hold more than 50 persons, plans showing the proposed internal layout, including exits, should be prepared and submitted for approval.

Exit routes should be kept clear from obstruction at all times.

Doors should open outwards so that people can escape in an emergency without impediment. Where doors have to be secured against outside intruders, they should be fitted with panic bolt devices.

Exits which consist of wall flaps or similar are only considered suitable where small numbers of persons are accommodated. In such circumstances the exits should be boldly indicated at the edges and so arranged as to be opened easily and immediately from inside. Whenever more than 50 persons are to be accommodated in a tented structure all exits affording means of escape should consist of conventional outward opening doors.

Provision must be made for disabled people to have both access to and within any site or structure, there should also be suitable and adequate means of escape for them to use in an emergency.

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### **Exit and Directional Signs**

All exits from individual structures and from the venue should be clearly indicated. All signs should conform to the Health and Safety (Safety Signs and Signals) Regulations 1996. Exit signs must take the form of a pictogram symbol but may be supplemented by text bearing the words EXIT or FIRE EXIT in conspicuous lettering.

Exit signs should be lit whenever people are present. Signs at outdoor events should be weatherproof and clearly visible above the height of people attending.

### **Lighting**

All parts of the structure to which the public have access and all external exit routes should, where necessary be provided with normal lighting capable of providing sufficient illumination for the public to leave safely.

Emergency lighting should be provided so that the structure or escape route cannot be plunged into total darkness. The emergency lighting should be regularly serviced and should be tested before the public are admitted to the site. Emergency lighting complying with British Standard 5266 will be required.

### **Seating and gangways**

Wherever seating is used there should be at least 305mm between the front edge of one row and the back of another. There should be no more than 14 seats in each row provided that there is a gangway at each end of the row. Where there is a gangway at only one end then the number of seats in the row should be reduced to 7.

Seats in tents and marquees should be either fixed securely in position or rigidly linked together in rows. Seats should be of adequate strength, soundly formed and free from defects.

### **Warning in case of fire**

Means should be provided for giving warning in case of fire. The means for giving warning should be such as to avoid creating alarm for the public whilst giving instant warning to appropriate members of staff. The use of a public address system with an agreed procedure may be sufficient.

### **Grass, vegetation and combustible material**

The use of straw bales in and around tents, generators and other temporary structures should be avoided. The storage of straw or fodder for animals should be in a separate enclosure.

All grass and vegetation around structures should be kept as short as possible and cuttings should be removed.

The spaces beneath and between vehicles, caravans and trailers should not be used for storage of combustible material.

### **Rubbish disposal**

Rubbish should not be allowed to accumulate on the site. Rubbish of all kinds should be deposited in non-combustible containers of a suitable type and arrangements should be made for removal at regular intervals.

### **Flammable liquids**

Flammable liquids and gases may require special conditions to be used and details of the type and quantities of flammables should be made available.

Flammable liquids such as petrol and diesel fuel should be kept in suitable closed containers and should be stored safely, secure against unauthorised interference. Containers should be marked clearly to indicate contents. Flammable liquids should not be stored in loose containers beneath lorries, trailers etc or near live cables or electrical equipment.

Particular care should be taken when fuel tanks of vehicles and generator sets are being filled from cans or drums. Refilling should not take place while the generator is running, and should be carried out with adequate ventilation, preferably in the open air. Generators and pumps should be secured against unauthorised access.

### **Fire fighting equipment**

All venues should be provided with appropriate portable or hand-held firefighting equipment for use in the early stages of a fire before the arrival of the fire service and this provision should be determined at the planning stage.

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One suitable fire extinguisher should be provided for all structures holding no more than 15 persons. All larger structures should have a minimum of 2 extinguishers, one for every 200m<sup>2</sup> or part thereof. The extinguishers should be sited to ensure that no-one need travel more than 30m to reach the extinguisher.

Portable fire extinguishers should conform to BS EN3:1996.

### **Special effects and pyrotechnics**

Advice should be sought from the Hampshire Fire and Rescue Service and the appropriate Local Authority regarding the use of the above.

### **Open flame apparatus**

Advice should be sought from the Hampshire Fire and Rescue Service regarding the use of the above.

### **Further Guidance**

Further guidance on the provision, type and quantity of portable fire extinguishers and general fire safety advice may be found in the Fire Safety Guides issued by the Department for Communities and Local Government. These documents are also available on the DCLG website [www.firesafetyguides.communities.gov.uk](http://www.firesafetyguides.communities.gov.uk)

### Events on Southampton Common

### Appendix 3

Southampton Common is a huge open space of 148ha in the heart of the city. Owned by the people of Southampton and visited by an estimated 2¼ million people per annum it is a much-loved asset of the city. It is a Site of Special Scientific Interest (the country's best wildlife sites) and this, plus its common status means there is much legislation governing its use for events.

This information is provided to assist you as the Event Organiser in providing an excellent event within the legislation and City policies. If you have any problems, please contact the Council Representative will work with you to try and find a solution.

Damage to the special features of a SSSI through operations is an offence carrying significant penalty and public bodies carrying out operations without permission or reasonable excuse, and convicted of an offence are liable for a fine of up to £20,000 in a magistrates court or, on indictment, an unlimited fine

As the Event Organiser, you will be responsible for your own behaviour with regard to prohibited actions.

The most significant requirements of this legislation that need to be adhered to whilst staging events are:

- No digging
- No removal/pruning of plants or parts of plants
- No fires
- No discharging of chemicals such as polluted water (or oil, food and animal waste) onto The Common
- No release of any animal, plant or seed
- No killing of any wildlife including pest species
- No reckless disturbance of protected wildlife

Please note that it is illegal to place items such as gas canisters, cooking oil, tyres etc in skips

If you have any concerns in relation to the use of Southampton Common as a Site of Special Scientific Interest , please contact the Council Representative or:

The Hawthorns Urban Wildlife Centre  
Tel: 0238067 1921

Or if you require emergency assistance, please contact:

Andy Welch – Land Management Ecologist. Mobile: 07789 982260  
Ian Kingswell – Southampton Common Events Site Manager. Tel: 07775 508936