

## **ANNEX 1**

### **Terms and Conditions for Governing the Closure of Streets for Community Events**

By submitting a Community Street Closure Application Form you are entering into a legally binding agreement with Southampton City Council (referred to as 'the Agreement') and you will be bound by the following terms and conditions:

1. References in these terms and conditions to 'you' are references to the person or persons who has or have signed the acceptance of terms and conditions section on the Community Street Closure Application Form and includes any organisation on behalf of whom they have signed. References to 'the Event' are references to the event described in the Community Street Closure Application Form. References to 'the Street' are references to the street or streets set out in section 1 of the Community Street Closure Application Form.
2. The Event shall not take place unless and until Southampton City Council (referred to in these terms and conditions as "the Council") has made the road closure order required to hold the Event (referred to in these terms and conditions as "the Order") and any decision to make the Order shall be at the Council's absolute discretion and shall be subject to these terms and conditions.
3. You acknowledge that if you hold the Event without the Order in place you may as a result be in breach of legislation governing the use of highways and risk financial penalties.
4. You warrant that all information provided to the Council in the Community Street Closure Application Form and or otherwise in connection with the Event is accurate to the best of your knowledge.
5. You warrant that you have informed and consulted in writing the occupiers of neighbouring properties about the Event prior to the submission of the Community Street Closure Application Form to the Council.
6. You shall give the Council details of any objections received from the occupiers of neighbouring properties and details of how such objections have been resolved. Where any objections have not been resolved by the date on which you submit the Community Street Closure Application Form to the Council the Council may instruct you to take any action it reasonably sees fit to resolve the objection and if any objection remains unresolved prior to the start of the Event the Council may refuse to make the Order or where any objections remain unresolved after the Order is made the Council may at its absolute discretion without liability to you revoke the Order.
7. Responsibility for the event lies with you; the Community Street Closure organiser(s). You shall ensure that no damage is caused to the highway or to any street furniture or to any lighting column or tree on the highway as a result of the Event and where any such damage is caused you shall pay to the Council its reasonable costs in repairing such damage
8. You shall provide, erect and supervise all barriers and signs necessary to effect the closure of the street under the Order including those signing the alternative route, details of which will be supplied in the Order and you shall ensure that all such barriers and signs are in place for the duration of the Event and in advance of the Event as necessary.

9. You shall comply and shall ensure that attendees at the Event comply with the terms of the Order and any other Traffic Regulation Order or other statutory provision which is currently in force in the Street.
10. Southampton City Council gives no warranty as to the suitability of the Street for your event nor that the Street is legally or physically fit for any specific purpose nor endorses the event itself. You shall satisfy yourself that the Street is fit for the purpose for which it is required and that no defects exist which may lead to loss, damage or injury.
11. You shall ensure that the emergency services can gain access to the Street at all times during the period the Street is closed under the Order.
12. The Order shall not make provision for parking bay suspension and the Council shall not be obliged to clear nor be obliged to procure the clearance of parked vehicles or other obstructions prior to the start of or during the Event and it is for you to make arrangements with the owners of affected parked vehicles for the moving of an adequate number of vehicles to enable the Event to proceed.
13. You shall ensure that the street is returned to a clean and orderly state free of litter as soon as possible after the Event has finished and in any event before the Order expires.
14. You shall follow the guidance from the Council's Noise Pollution department.
15. You shall ensure that only residents of the Street attend the Event and shall ensure that at no time the Event is attended by more than 499 people.
16. You shall be responsible for:
  - the efficient supervision of the Event;
  - the effective control of children;
  - the orderly and safe admission and departure of persons to and from the Event;
  - the orderly and safe vacation of the Street in case of emergency;
  - the safety of the Event;
  - the preservation of good order and decency at the Event; and
  - the prevention of nuisance.
17. You shall not erect any structure on the Street (except those mentioned in condition 8 above), including but not limited to bouncy castles, temporary buildings, portable stages, fencing, lighting, p.a. systems and advertising signs without first having informed the Council and received its permission in writing.
18. You shall not:
  - light any fires
  - light any barbeques at ground level;
  - drive stakes, posts or sharp objects into any surface;
  - excavate any part of the highway;
  - attach anything to any part of the highway or any street furniture or any lighting or advertising columns or trees on the highway; or
  - discharge liquids into any drains or ditches.
19. You shall follow the reasonable instructions of any Council officer acting in an official capacity in relation to the Event including but not limited to ensuring that any person is removed from the Street, reducing the volume of any amplified sound, and removing any obstructions immediately on the reasonable request of such officer.

20. For Events at which more than 100 individuals are likely to attend you shall maintain in force with a reputable insurance company a public liability insurance policy with a limit of at least £5 million per claim to cover your relevant potential liabilities in connection with the Event. On the request of the Council, you shall provide the Council with a true copy of an insurance broker's letter to confirm that the relevant policy is in force.
21. If you are a corporate body or unincorporated association or similar you shall not later than 5 days before the start of the Event notify to the Council in writing the name, address and telephone number of an individual who will be personally responsible to the Council for your obligations under these terms and conditions jointly and severally with you.
22. The Council will not be liable for the death of or injury to any person attending the Event, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you in connection with the Event, except where such death, injury or loss is due to the negligence of the Council and except to the extent that liability may not be so excluded under applicable laws.
23. You confirm and accept that in making the decision to hold the street closure you have not relied on and shall have no right or remedy in respect of any statement, assurance, representation or warranty (whether innocent or negligent) made by Southampton City Council.
24. Southampton City Council accepts no liability, except to the extent that liability may not be so excluded under applicable laws, whether in contract, tort, breach of statutory duty or otherwise, for any loss, costs, damages or alike, including special, incidental, indirect or consequential loss, suffered by you arising from any act or omission of the Council in connection with the closure of the street for the purposes of the street party or in connection with the holding of the street party itself.
25. You agree to indemnify and keep indemnified the Council against any and all costs, losses, damages and liabilities resulting from claims made by third parties against Southampton City Council as a result of the closure of the street or as a result of the event itself.
26. The Council will not be liable for any loss as a result of the Street becoming unavailable for the Event for any purpose and the Council may revoke the Order at any time before or during the Event without liability to you where the Council considers it necessary acting reasonably.
27. You undertake strictly to observe and perform all statutory provisions and regulations imposed by statutory bodies and to obtain and conform to the conditions of all licences required by law in respect of the Event.
28. For the purposes of the Contract (Rights of Third Parties) Act 1999 the Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
29. The Agreement shall be governed and construed according to the laws of England and Wales and you and the Council submit to the exclusive jurisdiction of the Courts of England and Wales.