

**INSTRUCTIONS TO APPLICANTS AND TERMS AND CONDITIONS OF USE FOR  
HOLDING EVENTS ON CALDERDALE COUNCIL LAND AND OR ADOPTED PUBLIC  
HIGHWAY**

This document sets out instructions to applicants and conditions of use of a Publicly Maintainable Highway (the "Highway") and or land owned or maintained by The Borough Council of Calderdale (the "Council") for an Event (the "Event") organised by an organisation or person (the "Applicant"). The Terms and Conditions set out in the Annex to these instructions and the documents contained in the associated guidance entitled "Event Application Guide" should be read carefully by the Applicant or those of its members or officers who are responsible for the planning and running of the Event before the Applicant applies to hold the Event. If permission to hold the Event is granted by the Council, these conditions and any other conditions imposed by the Council will be applicable and must be complied with by the Applicant. The Applicant is advised not to enter into financial arrangements concerning the Event until it has received written confirmation from the Council that permission has been granted and has satisfied itself that it is able to comply with any additional conditions referred to in the Permit. In some cases, the Council's permission may only be granted subject to the Applicant entering into a formal agreement ("Licence Agreement") with the Council; in that case, if requested by the Council the Applicant will enter into a Licence Agreement and the Applicant will be subject to the terms and conditions of the Licence Agreement.

**IN ALL CASES THE RESPONSIBILITY FOR PLANNING AND RUNNING THE EVENT AND FOR ENSURING THAT APPROPRIATE INSURANCES AND LICENCES\* ARE IN FORCE RESTS WITH THE APPLICANT. THIS INCLUDES LICENCES UNDER THE LICENSING ACT 2003 AND ANY LICENCE AND OR OTHER AUTHORISATION TO BE OBTAINED FROM PPL PRS LTD OR OTHER THIRD PARTY.**

**Notice period:**

- **6 Week Notice Period - 'Smaller Events'** Events, on or off the Highway, which can be considered as being of a less than complex nature and with audiences/attendees numbering under 500. **Application and Risk Assessment – submitted for consideration at least 6 weeks before the event date.**
- **12 Week Notice Period - 'Larger Events'** Events, on or off the Highway, which can be considered as being of a complex nature i.e. those with the potential for significant impact. Anticipated audience/attendees numbering 500 or more, multiple elements e.g. stalls, fairground rides, displays and/or potential crowd management issues or as assessed by the eSAG. **Application, Risk Assessment and Event/Traffic Management Plan submitted for consideration at least 12 weeks before the event date.**

**Failure to provide information as requested or to meet the timelines as advised may result in the inability to issue a Permit prior to the date of the event.**

## ANNEX

**THESE TERMS AND CONDITIONS TOGETHER WITH ANY OTHER CONDITIONS CONTAINED OR REFERRED TO IN ANY PERMIT (CONSENT) TO HOLD THE EVENT OR ANY LICENCE AGREEMENT ARE REFERRED TO IN THE APPLICATION AS THE CONDITIONS OF CONSENT**

**THE APPLICANT SHOULD AT ALL TIMES BE FAMILIAR WITH THE CONDITIONS OF CONSENT AND KEEP THEM READILY AVAILABLE FOR REFERENCE**

### TERMS AND CONDITIONS

#### PART 1

##### GENERAL CONDITIONS

#### 1. Definitions

##### 1.1 In these terms and conditions

**Advance Warning Signage** means public information signs that give advance notice to Traffic of the Event and communicates relevant information.

**Applicant** means the legal person or legal entity who has applied for the Permit as detailed on the Application Form. The applicant may either be the Event Organiser (if the Event Organiser is acting as a sole trader) or the Organisation (if the Event Organiser has submitted the application on behalf of an organisation).

**Application** means the application for a Permit to host the Event as detailed on the Application Form.

**Application Form** means the application form to apply for a Permit.

**Clearance Date** means the date the Applicant is required to have the Site cleared by and fully vacated after the Event as stated on the Application Form (and any period required to rectify any damage caused to the Site as instructed by the Council).

**Commercially Sensitive Information:** means any information comprising of a commercially sensitive nature relating to the Applicant, its intellectual property rights or its business which the Applicant has indicated to the Council that, if disclosed by the Council, would cause the Applicant significant commercial disadvantage or material financial loss.

**Conditions of Consent** means the conditions of consent detailed at Part 1 and Part 2 of the Terms and Conditions and includes any terms or conditions referred to in the Permit.

**Council** means The Borough Council of Calderdale of Town Hall, Crossley Street, Halifax HX1 1UJ (also known as Calderdale Metropolitan Borough Council).

**EIRs** means the Environmental Information Regulations 2004.

**Event** means the event to take place on Council land and/or Publicly Maintainable Highway as described in the Application Form, including the Preparation Date and the period leading up to and including the Clearance Date.

**Event Application Guide** means the Councils guide to the Application

**Event Organiser** means the person who has applied for the Permit as detailed on the Application Form.

**Event Management Plan** means a document covering all the safety and organisational aspects of an event (a manual/plan for the use of the Applicant).

**Fee/s:** means the relevant permit application fee listed and/or any other fee referred to in Schedule 1 that becomes applicable and/or any other charge, cost, payment or bond that becomes due in accordance with the Conditions of Consent.

**FOIA** means the Freedom of Information Act 2000.

**Highway** has the same meaning as Publicly Maintainable Highway.

**Highway Asset** means such street furniture including street lighting installed on the Highway which is deemed appropriate and suitable for the temporary attachment of Advance Warning Signage but which does not include traffic signal poles, crossing and school crossing sign poles or safety barriers situated behind the kerb on a Highway.

**Information** has the meaning given under section 84 of the FOIA.

**Location** means the location where the Event is to be held.

**Organisation** means the legal entity identified on the Application Form.

**Permit** means the Permit to host the Event which includes the Conditions of Consent.

**Premises Licence** a licence granted under Part 3 of the Licensing Act 2003 in respect of any premises which authorises the premises to be used for one or more of the licensable activities listed on Part 1 of the Licensing Act 2003.

**Preparation Date** means the date the Applicant will be provided with access to the Site to prepare for the Event as stated on the Application Form.

**Publicly Maintainable Highway** means a highway maintainable at public expense.

**Personal Licence Holder** the holder of a personal licence as defined by Section 111 of the Licensing Act 2003 (which is a personal licence granted by a licensing authority to an individual and authorising that individual to supply alcohol or authorise the supply of alcohol in accordance with the Premises Licence).

**PRS PPL Ltd** means the organisation that represents performers, songwriters, composers and music publishers, ensuring that the creators and performers of music are paid when their music is used in public.

**Request for Information** means a request for information or an apparent request under the Code of Practice on Access to Government, FOIA and EIRs.

**Street Party** means a private event that is self-organised, for residents/neighbours only, publicity to residents only, requirement to produce evidence of Public Liability Insurance unnecessary unless otherwise stated, and the closure of residential streets only.

**Site** means the physical space (piece/area of Council land and/or Publicly Maintainable Highway and including its immediate surrounds) and site and Location of the Event including other areas of Highway or Highway Assets affected and/or specifically used to facilitate the Event.

**Street Trading** means selling, exposing or offering for sale any articles in a street. Exposing for sale is the same as selling and taking orders, or registering members and requires the consent of the Council.

**Temporary Event Notice** is a notice an individual may give, pursuant to Section 100 of the Licensing Act 2003 to the relevant licensing authority where it is proposed to use premises for one or more licensable activities during a period not exceeding 168 hours. Section 98 of the Licensing Act 2003 defines a 'permitted temporary activity' as a licensable activity by virtue of Part 5 of the Licensing Act 2003 being carried out in accordance with a notice given in accordance with Section 100 of the Licensing Act 2003 and any conditions imposed under Section 106A and the conditions in Section 98 (b) of the Licensing Act 2003 being satisfied.

**Temporary Market** a concourse of buyers and sellers (events including 4 stalls or less do not usually constitute a market).

**Temporary Traffic Regulation Order** means any temporary order required for an Event on a Highway pursuant to the Road Traffic Regulation Act 1984 (as amended) made under either the Road Traffic Regulation Act 1984 (as amended) or Section 21 of the Town Police Clauses Act 1847.

**Terms and Conditions** means both the General Conditions at Part 1 and the Special Conditions at Part 2.

**Traffic** means any vehicle, bicycle, animal or pedestrian.

**Traffic Management Plan** means a plan prepared by the Applicant which identifies temporary traffic management arrangements and controls to be implemented at the Applicant's expense during the Event taking into account timings, parking, pedestrian routes, details of any Temporary Traffic Regulation Order and any temporary diversions required to ensure that the best possible traffic flows are maintained on the Highway during the Event.

**Traffic Management Company** means a company engaged by the Applicant to ensure compliance with Chapter Eight of the Traffic Signs Manual (published by the Department of Transport) which relates to "Traffic Safety Measures and Signs for Road Works and Temporary Situations".

**Traffic Signs** means a sign for conveying to Traffic on the Highway, warnings, information, requirements, restrictions or prohibitions authorised by the Temporary Traffic Regulation Order (this does not include lines and/or markings on the surface of the Highway which must not be applied without specific authorisation from the Council).

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation for the time being in force made under it.

1.3 A reference to in writing or written includes email.

1.4 Any obligation in this Permit on the Applicant not to do something includes an obligation not to agree or allow that thing to be done.

2. The Applicant undertakes to the Council as follows:

- 2.1 To use best endeavours to ensure that the Event is planned and organised with all due care and attention and takes place in accordance with any Conditions of Consent and without any breach of relevant legislation relating to health and safety or otherwise.
- 2.2 On the Clearance Date, to restore the Site to its condition immediately prior to the Preparation Date or, if so required by the Council, to pay or reimburse the Council's charges and/or expenditure in relation to such restoration within 14 days of request;
- 2.3 Prior to the Preparation Date, to obtain all licences required under the Licensing Act 2003 and to comply with and use best endeavours to ensure compliance with those licences by other members of the organisation and those attending the Event. The Applicant must produce such licences to the Council on demand;
- 2.4 Prior to the Preparation Date, to obtain all licences which are required to hold a Temporary Market;
- 2.5 Prior to the Preparation Date, (a) to obtain from PPL PRS Ltd and pay any fee charged by PPL PRS Ltd in respect of any licence which may be required for the lawful playing or performance of music at the Event and comply with and use best endeavours to ensure compliance with that licence by those attending the Event and to produce such licence to the Council on demand, and (b) not to permit unlawful playing or performance of music at the Event. If the Applicant does not comply with this clause 2.5, the Council may notify PPL PRS Ltd and the Applicant shall be responsible for the fees incurred to obtain the licences;
- 2.6 To maintain (a) in all cases, public liability insurance to cover liability for death or injury to persons or loss of or damage to property of the Council or of third parties arising out of or in

- connection with the Event with a minimum indemnity limit of five million pounds (£5,000,000.00), and (b) if the Applicant uses the services of its employees in connection with the Event, employer's liability insurance, with a minimum indemnity limit of ten million pounds (£10,000,000.00) and to produce satisfactory evidence of the existence of such insurance(s) to the Council on demand prior to the Event and or any Temporary Traffic Regulation Order whichever comes first;
- 2.7 To make the Council aware of incidents, accidents, or occurrences that may lead to claims. Failure to do so may harm the Applicant's defence if a claim is subsequently made against them.
- 2.8 The Applicant shall be required to pay all Fees (including additional charges) plus any applicable taxes that are due in accordance with the terms and conditions of the relevant invoice that is submitted by the Council.
- 2.9 To indemnify the Council against:
- a) Any liability for damages or costs attributable to death or injury or loss of or damage to property arising out of or in connection with the Event, except to the extent that such liability arises directly out of the negligence or breach of statutory duty of the Council or its employees;
  - b) Any liability for damages or costs attributable to nuisance or trespass arising out of or in connection with the Event, except to the extent that such liability arises directly out of the negligence or breach of statutory duty of the Council or its employees;
  - c) Any liability for damages or costs attributable to any infringement or alleged infringement of copyright or other right of an intellectual property nature arising out of or in connection with the Event;
  - d) Any expenditure or other financial loss attributable to any breach by the Applicant of the Conditions of Consent.
3. Subject to clause 4, the Council shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability including any direct, indirect or consequential loss (including loss of profit or economic loss) incurred by the Applicant in the performance or exercise of the rights granted under the Permit.
4. Notwithstanding any other provision of these Term and Conditions, neither party limits its liability for:
- a) fraud or fraudulent misrepresentation;
  - b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or sub-contractors); or
  - c) any other liability which may not be limited under any applicable law.
5. If at any time the Applicant fails to comply with the terms of the Permit and having been notified of such failure, continues to act in material breach, the Council reserves the right to revoke the Permit.
6. The Applicant shall:
- a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including, but not limited to the Bribery Act 2010;
  - b) comply with any policies relating to ethics, anti-bribery and anti-corruption as the Council may provide to the Applicant from time to time;
  - c) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Applicant in connection with this Permit.
7. The Applicant acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and shall use all reasonable endeavours to assist and co-operate with the Council at the Applicant's own cost to enable the Council to comply with these information disclosure requirements. The Applicant acknowledges that the Council may be required under the FOIA to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Applicant. The Council shall take reasonable steps to notify the Applicant

of a Request for Information (in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Permit) the Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA.

8. The Applicant and the Council will comply with the Data Protection Legislation.
9. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
  - a) acts of God, flood, drought, earthquake or other natural disaster;
  - b) epidemic or pandemic;
  - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations;
  - d) nuclear, chemical or biological contamination or sonic boom;
  - e) any law or action taken by government or public authority, including, without limitation, imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
  - f) collapse of buildings, fire, explosion or accident; and
  - g) interruption or failure of utility services.
10. Provided it has complied with clause 12, if a party is hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
11. The corresponding obligations of the other party will be suspended and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
12. The Affected Party shall:
  - a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 5 (five) days from its start, notify the other party in writing of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
13. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this agreement by giving 14 days written notice to the Affected Party prior to the expiry of the continuous 3 month period.
14. If any provision of part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the viability and enforceability of the rest of the agreement.
15. If any provision or part-provision is deemed deleted under clause 14, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
16. The rights granted to the Applicant under the terms of the Permit are not assignable unless otherwise agreed.
17. Nothing contained or implied in this Permit shall prejudice or affect the Council's rights, powers, duties, functions or obligations as a local authority.
18. No failure or delay by any party to exercise any right or remedy provided under this Permit or by law shall constitute a waiver of that right or remedy nor shall it prevent or restrict the further exercise if that right or remedy.
19. No variation of this Permit shall be effective unless it is made in writing and agreed by the parties.

20. A person who is not a party to this Permit may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
21. The Permit and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
22. Each party irrevocably agrees that the courts of England and Wales shall have an exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Permit or its subject matter or formation.

## PART 2

### SPECIAL CONDITIONS

1. The Application Form should be **fully completed** by the **Applicant**, i.e. the legal person or legal entity who proposes to enter into the **legal** agreement with the Council and accept overall **responsibility**, and subject to approval by the Council. If the proposed licensee represents a charity or a company the person who signs the form will be the charity or company secretary, or other duly authorised agent. It is in your own interest to supply all of the information requested. If the Applicant is an individual (i.e a sole trader) they **must be a minimum age of 21 years**. If the Applicant is a charity, company or other entity the person completing the application on the entity's behalf **must be a minimum age of 21 years**.
2. The Council may request that the Applicant provide sufficient references, relevant to their Application.
3. Over and above any specific requirements, the Council may, at its own discretion request the Applicant to submit further relevant information to support their Application. This may include information such as additional risk assessments, a Traffic Management Plan and an Event Management Plan.
4. Each application that is made to the Council will be assessed on its own merits.
5. Decisions about the outcome of the Applicant's Applications are entirely at the discretion of the Council.
6. Any permission which is granted is personal to the Applicant who may not assign it to any third party.
  
7. **General Planning, Management & Risk Assessment**
  - 7.1 The Applicant must comply with all statutory requirements and Health and Safety Regulations, other legal requirements and Approved Codes of Practice in relation to health and safety. The Applicant must also take into account relevant guidance issued by the Health and Safety Executive ('HSE') and the Department for Transport ('DfT').
  - 7.2 The Applicant is responsible for carrying out assessment of the risks to the public, volunteers and any employees and for the implementation of appropriate control measures.
  - 7.3 The Applicant is responsible for assessing the suitability of the Site.
  
8. **First-aid/medical**
  - 8.1 The Applicant should:
    - Ensure an appropriate level of dedicated first-aid, medical, ambulance provision is available to all those attending or involved in delivering the Event
    - Ensure when engaging a first-aid provider, that they are competent and reliable
    - Aim to minimise the effects of the Event on the statutory healthcare services, by providing appropriate care on site
  
9. **Use of Highways/Traffic Management Plan**
  - 9.1 In general terms, where use of a Highway is required, so far as is reasonably practicable, the Applicant will be responsible for putting plans into place to ensure:
    - Someone using the Highway will understand what is happening and what is expected of them
    - The area will be made reasonably safe for the Event to take place in and for the general public.

- That any person involved with delivering the Event who is working in proximity to any moving vehicles is wearing, as appropriate, Class 2/3 reflective clothing

9.2 Where use of a Highway for a planned event may temporarily interfere with and / or obstruct (restrict) use of a Highway by others the Applicant is responsible for supplying, detailed information, including but not limited to the type of restriction, when, where, how the restriction(s) will be managed and to what types of Traffic the restrictions will apply. Depending on the nature of the Highway concerned there may be other areas of responsibility for the Applicant to address such as:

- Consultation – Where delays may be significant and or a Highway will be closed, consulting and agreeing the details with those affected including but not limited to: properties adjoining the affected Highway, the emergency services and public transport.
- Traffic Management Plan - Depending on the circumstances, implementation of the necessary Traffic Management Plan may mean that the Applicant is required to engage the services of a Traffic Management Company to ensure compliance with Chapter Eight of the Traffic Signs Manual (published by the Department of Transport) which relates to “Traffic Safety Measures and Signs for Road Works and Temporary Situations”.
- Traffic Management Signage/Equipment - Where necessary, the Applicant will be responsible for arranging for the setting out of appropriate signage, cones, barriers (as necessary) to facilitate the event and implement the Temporary Traffic Regulation Order including the implementation of any necessary Traffic Management Plan.
- Advance Warning Signage - Where necessary, the Applicant will be responsible for arranging for the setting out of appropriate Advance Warning Signage 2 weeks prior to the Event bearing a contact number for the Applicant(s). The Applicant must ensure that any Advance Warning Signage to be placed on a Highway Asset are not attached to traffic signal poles, crossing and school crossing sign poles or safety barriers situated behind the kerb on a Highway. The lower edge of any Advance Warning Signage should be at least 2.1m from ground level. Advance Warning Signage must not be installed on a Highway other than the Highway where the Event will take place. Applicants should keep a record of the location of any Advance Warning Signage to ensure removal.
- Alternative routes – Implementation of an alternative route, as required, where part of the associated Highway is a through road and if the restrictions will be in place for some time and / or a section of the highway will be closed. Alternative routes (Diversions) must be appropriate for the vehicles that would normally use the other restricted and/or closed road(s).

9.3 Markings must not be applied to the surface of the Highway without specific authorisation from the Council.

9.4 The Applicant will be responsible for any and all costs incurred where it is necessary for the Council to take action to remove or correct Advance Warning Signage, Traffic Signs or any other traffic management installations or material relating to the Event placed on or over the Highway or attached to traffic signal poles, crossing and school crossing sign poles or safety barriers situated behind the Kerb on a Highway.

## **10. Amusements**

10.1 The Applicant is responsible for ensuring that all amusement’s including but not limited to owners or operators of inflatables, fairground rides, steam engines (pressure vessels), and any others have current test certificates and adequate insurance.

10.2 Specific to bouncy castles, etc the Applicant is responsible for ensuring that all inflatables:

- Have either a numbered PIPA tag or an ADiP’s declaration of compliance (DoC) to show they comply with British Standard BS EN 14960.
- Have a suitable and sufficient, device specific, risk assessment which takes into consideration advice published by the HSE.

- 10.3 Documents and or certificates relating to 10.1 and 10.2 must be presented to the Council on demand.
- 10.4 From the 1st April 2012, in relation to fairground rides the Applicant accepts that all Rules of the Showman's Guild are excluded in relation to any fair or fairground ride which forms part of the Event.

### **11. Waste Management, rubbish, litter**

- 11.1 The Applicant is responsible for keeping all rubbish, litter and waste to a minimum and for the provision and emptying of additional litterbins and skips appropriate to the scale of the Event.
- 11.2 Immediately following the Event, with the exception of emptying any existing litter bins, the Applicant is responsible for the removal and appropriate disposal of all rubbish, litter and waste. Alternatively the Council may arrange for any remaining rubbish and litter to be cleared and the Applicant will be responsible for any and all costs incurred by the Council. Rubbish must not be burnt on or near the Site.

### **12. Noise**

- 12.1 The Applicant shall ensure that so far as is reasonably practicable nothing is done which would cause nuisance to people living or working near the Site In particular the Applicant must ensure that any sound amplification does not give rise to statutory noise nuisance and does not continue after the agreed finishing time of the Event. Where relevant adherence to the "Code of Practice on Environmental Noise Control at Concerts" issued by The Noise Council in 1995 (a copy of which may be inspected at the Council's Events and Film Office on reasonable notice to the Events and Licensing Officer), will enable Applicants to avoid causing unacceptable noise levels.
- 12.2 Where events are held within parks and open spaces and where the Event runs for 3 consecutive days or more the Applicant is responsible for ensuring that electronically amplified sound levels do not exceed 65 dB(A) over a 15 minute period at 1m from the nearest noise sensitive property.

### **13. Welfare**

- 13.1 Toilets - Applicants are responsible for ensuring that an appropriate number of toilets are provided including those which are accessible by wheelchairs.
- 13.2 Hand Washing facilities should be provided - hand-washing facilities with suitable supplies of water and soap are the most effective means for cleaning hands. Antiseptic hand wipes or bactericidal soap/gel can be provided; however Applicants should be aware that these alternatives may only be effective when hands are not visibly contaminated (for example, by mud). **In respect of some events, in particular those involving animal handling, hand-washing facilities must be provided.**

### **14. Providing food and drink**

- 14.1 Irrespective of the size of the event, food supplied, sold or provided at all events including but not limited to charity or community events, such as street parties, fetes or fundraisers, must comply with food law and be safe to eat.
- 14.2 Applicants must give due consideration to the safe production of food and must satisfy themselves that those providing food attending the Event will comply with the requirements of food hygiene legislation. If in doubt about what arrangements will be sufficient, the Applicant should liaise with the Environmental Health department.
- 14.3 Drinks and or beverages must not be served in glass.
- 14.4 Alternatives to 'single use plastic' should be encouraged e.g. wooden cutlery, wooden drinks stirrers, heavier duty plastic carrying a deposit, paper/card food containers.

### **15. Providing entertainment and/or sale of alcohol**

- 15.1 In respect of the sale of alcohol, performance of a play, exhibition of a film, performance of live music, playing of recorded music, performance of dance etc., the Applicant is responsible for ensuring an appropriate Premises Licence or Temporary Event Notice exists (Licensing Act 2003). Where the Council has an existing Premises License for the Site (a specified area within a town centre, a park, an open space, pedestrian square, etc.), it may still be necessary for the Applicant to seek separate permission under the Licensing Act. If in doubt, please seek advice from the Council's Events and Film Office on 01422 384796, e-mail [events@film@calderdale.gov.uk](mailto:events@film@calderdale.gov.uk).
- 15.2 Where an Event is permitted under a Premises Licence held by the Council which allows the sale of alcohol the Applicant is responsible for ensuring that a named 'Personal Licence Holder' is present who gives their written consent to being specified as authorising the sale of alcohol at the Event.
- 15.3 Applicants are reminded that acts involving 'hypnotism' are controlled under the Hypnotism Act 1952 and require additional separate permission to be sought.

## 16. Missing and Found Children (Safeguarding Children & Young People)

- 16.1 The Applicant is responsible for ensuring that appropriate arrangements are made in respect of safeguarding and missing and found children.

## 17. Animal Welfare

- 17.1 The Applicant is responsible for ensuring that animals are not offered as prizes or for sale or retail.
- 17.2 The Animal Welfare Act 2006 places a duty of care on people, including those with temporary responsibility e.g. Applicants, to ensure they take reasonable steps in all the circumstances to meet the welfare needs of the animals to the extent required by good practice.
- 17.3 In addition to the Animal Welfare Act 2006, The Animal Welfare (Licensing of Activities Involving Animals) (England) Regulations 2018 requires that certain activities require a licence, these activities are;

### **Hiring out Horses for either or both of the following purposes-**

- (a) riding;
- (b) instruction in riding.

### **Keeping or training animals for exhibition, educational or entertainment purposes-**

- (a) to any audience attending in person, or
- (b) by the recording of visual images of them by any form of technology that enables the display of such images.

In respect of the above activities the licence would normally be issued by the home authority of the place at which the animals are kept. Regarding the latter activity if the animals are from outside England the first authority at which the display took place.

For more information regarding the animal welfare of a specific activity you wish to undertake please contact [Environmental.Health@calderdale.gov.uk](mailto:Environmental.Health@calderdale.gov.uk)

## 18. Site Specific Restrictions

- 18.1 The release of Chinese/sky Lanterns (lanterns consisting of a paper-covered wire or bamboo frame and an open flame heat source) are not permitted from any Council premises.
- 18.2 The release of helium filled balloons is not permitted from any Council land due to the littering and ecological impact these have.
- 18.3 Where normal public access to all or part of a park or open space will be restricted to paying ticket holders (excluding payment for individual activities), the Applicant shall ensure that polite, conspicuous notices are erected in conspicuous onsite locations 2 weeks before commencement of the Event which refer to the temporary restrictions. Similar notice should also be considered for inclusion in any pre Event publicity.

- 18.4 Materials brought onto the Site or Location must be consistent with the Council's obligations with regards to equality legislation. In particular, leaflets or media (of whatever format) promoting the Event or to be displayed during the course of the Event should not promote or incite religious, political, sexist, homophobic, racist, or disablist opinion or behaviour. It is the responsibility of the Applicant to ensure that this is adhered to and that any organisation, group or individual exhibiting, handing out or selling goods/materials at the Event complies with this.
- 18.5 Illegal substances - The Applicant is responsible for taking adequate steps to ensure that none are brought into the Event and for the enforcement of 'No Smoking' in any enclosed area to which the public is admitted such as a marquee.
- 18.6 Equality Legislation (Equality Act 2010) and associated guidance. The Council has a duty to promote fairness and justice for all through its practices with regard to employment and service delivery, and expects Applicants to comply with the Council's obligations. The Applicant should not contradict the shared values of the Council by promoting views or activities that seek to cause, exacerbate or exploit tensions or misunderstandings within the local community.
- 18.7 The Borough Council of Calderdale, under Schedule 4 of the: Local Government (Miscellaneous Provisions) Act 1982, has resolved to regulate Street Trading throughout the town centre of Halifax and Brighouse and Street Trading is prohibited in most streets within both town centres.
- 18.8 The Applicant is responsible for ensuring that all temporary electrical systems comply with the IET Wiring Regulations (BS 7671) often known as 'The 18th Edition' or 'Wiring Regs', and BS 7909, a code of practice for temporary electrical systems published by BSI.
- 18.9 **Centre Vale Park, Todmorden.** The Applicant is responsible for putting plans in place for and adherence to the following restrictions to protect the underlying drainage system:
- 5.6t Gross Vehicle Weight limit (firm ground conditions and irrespective of the load being carried). A £250 per vehicle/trailer penalty applies per occasion for any evidence of non-adherence. This strict restriction applies to specified grass areas unless proper ground protection, designed for the load to be carried, is provided by the Applicant. This 5.6t Gross Vehicle Weight restriction reduces in line with softening ground conditions to eventually encompass all lighter vehicles (unless proper ground protection is provided for these too).
  - Restrictions on the depth to which anything can be driven into the ground such restrictions to be agreed with the Council before the plan is implemented.
- 18.10 **People's Park, Halifax.** In line with Section 71 (2)(d) of the West Yorkshire Act 1980 no political or other meetings, open-air preaching, nor the celebration of anniversaries or reunions of clubs or benefit societies shall be permitted within the park.

## **19. Bond / Compensating the Council against costs for repair**

- 19.1 Where a significant risk of damage exists and / or as a condition of holding some types of Events a bond will be required (automatic if previously requested). Subject to the terms of this agreement any balance remaining from a bond will be returned to the Applicant within 21 days of the Clearance Date. Site meetings can be arranged where the Applicant wishes to confirm the condition of the Site prior to the Event.
- 19.2 The Council at its discretion will repair any damage caused to the Site or Location as a result of the Event and the Applicant will be responsible for compensating the Council against any and all costs incurred in so doing.

## **20. Flyposting/Advertising/Banners/Bunting etc.**

- 20.1 Under the Town and Country Planning Act 1990, it is an offence for any person to display an advertisement or allow flyposting on a surface of any building, wall, fence, or other structure in contravention of the Advertisement Regulations 2007. The Council may remove or obliterate any placard or poster which is displayed in contravention of the Advertisement Regulations 2007 and the Council may charge the Applicant for the cost of removal and associated damage caused.

- 20.2 The Council reserves the right to require an advance deposit (minimum £500) as security against flyposting. This deposit will be retained if any flyposting takes place, whether with or without the knowledge or consent of the Applicant. Any future applications may be declined if flyposting takes place.
- 20.3 No banner, sign, hoarding board, poster (advertising), bunting, ropes, shackles or any form of hitching or fixing may be set out on the Site and or attached to any trees, street furniture or buildings whatsoever without authorisation from the Council / the Council acting in its capacity as the Highways Authority.

### **21. Third Party Property**

- 21.1** Property relating to the Event is the sole responsibility of the Applicant and the Council will not be liable for damage to or theft of any such property.

### **22. Right of Entry**

- 22.1 The Council reserves the right of entry to the Site or Location, (the Event) both for private and public Events as they deem necessary.

### **23. Revocation**

- 23.1 The Council reserves the right at any time to revoke the permission for the Event due to the weather, a health and safety reason, a public health reason or any other reason and in all cases the question of the suitability of the physical condition of the Site shall be as decided by the Council at its absolute discretion. If the Council revokes the permission for the Event under this clause 23 the Council shall not be liable for any direct or indirect losses incurred by the Applicant.

## **IMPORTANT NOTES**

**Applicants should note the following:**

- 1. The Council is committed to promoting the provision of healthy eating options, which take into account religious and dietary requirements.**
- 2. The Council is committed to promoting recycling. Every effort should be made to ensure that the provision of Events minimises any negative impact on the environment.**
- 3. In relation to Events the Council is committed to promoting the Licensing Objectives of the Licensing Act 2003 which are:-**
  - i) the prevention of crime and disorder;**
  - ii) public safety;**
  - iii) the prevention of public nuisance;**
  - iv) the protection of children from harm.**

**Calderdale Council Promoting Sensible & Proportionate Event Management.**