



## Swanage Town Council User Agreement

This document sets out the terms and conditions for the use of Town Council owned land, property and equipment. The person agreeing to these terms and conditions shall be the responsible officer/ representative for the applicant.

1. All booking requests for the use of Council owned land shall be made in writing and confirmed by the Council in writing before the event is advertised.
2. The Council accepts no liability for loss, damage or injury to any person or property however caused as a result of your activities and shall not be liable for any indirect or consequential loss whatever or however caused. You will keep the Council fully indemnified against all costs, claims, expenses, demands, charges or liability of any description arising as a result of your activities, and those of any contractors/sub-contractors associated with the event.
3. **You, as event organiser, accept responsibility for obtaining public liability insurance with the value of £5 million or such sum that the Council may determine, and will produce a copy of your insurance to the Council with relevant paper work prior to the event.**
4. You will be required to comply with the Health and Safety at Work Act 1974 and regulations made thereunder, and all other relevant statutory provisions including any health and hygiene regulations. Your attention is drawn to the requirement of the Management of Health and Safety at Work Regulations 1992 and specifically the requirement for risk assessment, which must be submitted prior to the event and be produced to the Council on request.
5. You will be responsible for ensuring compliance with all legislation and the like covering the siting, operation and management of the event and for the payment of any fees so required.
6. You are responsible for event equipment brought and left on site; and will ensure that any such equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, you will make sure that the insurance cover provided covers all risks for the duration that such equipment is on Council Land. All associated equipment is to be removed from the site on the completion of the event. The use of any equipment loaned by the Council shall be entirely at your own risk, as event organiser, and you will be responsible for its safe use, collection and return at the end of the event.
7. You must not allow any access to be obstructed.
8. The parking of any motor vehicles shall be limited in number and agreed in advance of the event.
9. Activities will only be permitted within the boundaries of the event site.
10. You or your nominated representative must be available on site to deal with issues, incidents or matters arising during the event set up, the operation of the event and break down of all equipment or similar, and provide the Council with a name and contact number for such person in writing at least 14 days before the commencement of the event.
11. You will be responsible for crowd management and safety; and will provide an appropriate number of event marshals / stewards / security (if applicable) / crowd barriers and qualified first aid personnel as agreed with the Council, police, ambulance service and first aid provider in advance in writing, and in accordance with the event risk assessment and national guidance. This will include compliance with the Private Security Industry Act 2001.
12. You will comply with the requirements of the Regulatory Reform (Fire Security) order (RRFSO).
13. Where the sale of alcoholic beverages is intended, prior permission of Council **must** be obtained before applying for a licence or Temporary Event Notice. It is your responsibility to apply for the appropriate licence and a copy must be presented to the Council.
14. You will be responsible for any Performing Rights, Copyright, Licensing and other fees payable to third parties.
15. The event should not hinder, interrupt or inconvenience any member of the public, neighbour or user of adjacent or neighbouring property or land. You are to ensure that no event equipment or otherwise creates or constitutes a noise nuisance.

16. No performing animals of any kind are permitted at any event on Council land
17. You will be responsible for any damage, whether accidental or otherwise. In the event of any claim made by the Council to you, as event organiser, it will be deemed that you have inspected the site and any equipment and satisfied yourself of their condition prior to use.
18. The site is to be left in a clear and tidy condition by the date agreed in advance with the Council. Any litter arising from activities shall be removed at the conclusion of the event. You are responsible for making arrangements for the collection and disposal of this refuse. A charge may be levied by the Council for site clearance, if this condition is not met.
19. No overnight camping or sleeping on site will be permitted except on grounds of security.
20. You will not allow any stalls, catering units, or other means of retail to be operated without prior permission from Council. No land, property or equipment shall be sub-let by the applicant without prior written permission from the Council.
21. Any trade / promotional / sponsorship units or banners are to be agreed with the Council.
22. You are not permitted to sell or hire any goods on the beach, esplanade, or Council land unless agreement has been given to you, as event organiser, in writing by the Council.
23. You will at all times prior or during the event comply with any verbal or written instructions or requirements issued by a duly authorised officer of the Council. The Council reserves the right for any police officer or officer of the Council or any statutory authority to gain access to the event site at any time during the event.
24. The Council reserves the right to charge you for any reinstatement works required to the area due to excessive use.
25. A valid Street Collection Licence issued by Dorset Council must support any charity collections.
26. Any breach of the above terms and conditions, or those imposed under the associated premises licence, by you, your organisation, or any participant in the event, may result in the suspension of the event until such time that the matter is satisfactorily addressed, and / or its cancellation.
27. The Council reserves the right to cancel or postpone any hire period at any time, or to alter the allocated event site in the event of unforeseen circumstances.
28. Events that fail to provide sufficient documentation, as stated within the application form to the Town Council, within 10 working days of the event start date may receive an administrative charge of £50.
29. Events that fail to provide sufficient documentation, as stated within the application form to the Town Council, within 5 working days of the event start date may have their event cancelled by the Town Council.
30. The first year for all new events will be seen as a trial and reviewed at the end of the year by the Town Council.

Adopted: 30<sup>th</sup> October 2023

Amended: 11<sup>th</sup> January 2024