Lowestoft Town Council – Event Application Form Terms and Conditions of Hire PLEASE READ CAREFULLY

- 1. These terms and conditions should be read with the relevant information in the Council's Good Practice and Safety Guidelines for Events and Hire of Public Spaces. The Council reserves the right to add, vary or remove any of these terms and will advise the Hirer accordingly as part of the application and permission process.
- 2. The Hirer must indemnify the Council against any death, personal injury, loss of or damage to property and actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis) which arise as a result of the Hirer's negligence or wilful misconduct or non-performance of its obligations under these conditions.
- 3. Compliance with legislation relating to children or vulnerable adults. For all events involving children or vulnerable adults, except private parties where the applicants is a family member, the applicant is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate. The applicant shall ensure that any activities at the venue for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the applicant. Note that permission for one-to-one activities with children or vulnerable adults is unlikely to be permitted. Any such use should be declared in the application form.
- 4. If any equipment is brought on to the site and is left on the site after the event has finished, or is left
 - overnight if the event lasts more than one day, the Hirer shall be responsible for ensuring that any equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, the Hirer shall specifically ensure that the insurance cover to be provided covers all risks for all of the time that the equipment is on Council land.
- 5. The Hirer is responsible for controlling access to the site for the duration of the event, which shall include

setting up and taking down times. In particular, the Hirer shall so operate any traffic bollards or any other

device owned by the Council in such a manner as to prevent unauthorised access to the site. In the event

that the Hirer permits or by his actions brings about unauthorised occupation of the site, the Hirer shall pay

to the Council all costs properly incurred by it in seeking the removal of such persons from the site.

5. **Fairground** All documentation for fairground rides must be submitted to Lowestoft Town Council before the

event.

The Council will require details of all equipment and units no less than six weeks prior to the event. Funfair

operators are required to provide the Council with the insurance, ride inspection certificates and specific risk assessments for any rides that they intend to have at their event no less than six weeks prior to the event. Certification that the structures comply with the HSE guidance notes must be submitted a minimum of four normal office working hours prior to the event by agreement or

another period, as specified by Lowestoft Town Council. Details of the electrical and structural contractor must be submitted for the council's approval no less than fifteen working days before the event by agreement, or another period, as specified by Lowestoft Town Council. Failure to provide the information required by the due date shall entitle the Council to cancel the event.

- 6. The event's organiser is responsible for all safety aspects of the event prior, during and after the event and must accept liability for any loss, damage injury or death, howsoever and by whomsoever caused.
- 7. **Fly posting in any form is not permitted** and may result in prosecution. Any breach of the condition will result in immediate cancellation of the permission to use the site. The cost of removing the fly posting will be deducted from the hirer's deposit.
- 8. Bouncy castles and Inflatables are not permitted on any Town Council land.
- 9. It is not permitted, without prior written agreement, to use any public address system, loudspeaker apparatus, engines or generators.
- 10. The giving of goldfish or other live creatures as prizes is banned.
- 11. No circuses with performing animals of any kind are permitted at any event.
- 12. No car boot or jumble sales or similar are permitted without prior agreement.
- 13. The siting of rides or attractions must be agreed in advance of the event, with Lowestoft Town Council and, as appropriate with East Suffolk Norse or other Council contractor.
- 14. Catering units are not permitted at events on Council land unless by prior arrangement and agreement has been given to the Hirer in writing. Relevant catering certificates must be produced in advance Lowestoft Town Council.
- 15. The Hirer shall at all times comply with any verbal or written directions or requirements by an officer of the Town Council, East Suffolk Norse or other relevant contractor during the duration of the event. Any breach of these conditions or directions by the Hirer or any participant in the event may result in the offending persons being removed from the site and/or immediate cancellation of the event.
- 16. Where an event takes place on a Council site normally accessible to the public, the Hirer is to use as little of
 - the site as is reasonable and to make provision for the public access to the remainder of the site.
- 17. The Council reserves the right to refuse permission for any booking without being required to give a reason

for any such refusal.

- a) It reserves the right to cancel any booked event or withdraw permission to use the land any time up to and including the day of the event.
- b) It reserves the right to cancel any booked event due to poor weather conditions.
- It reserves the right to cancel the event if it has sufficient concerns or doubts about the safety
 of the event or if the organisers have failed to comply with advice given by the Safety Advisory
 Group

- 18. No advertising material may be issued or tickets sold until such time as permission has been granted by the Council for the event to take place.
- 19. For the benefit and protection of the surrounding land, environment and wildlife and to avoid the risk of damage from fire thereto (the Hirer) agrees that he/she will not release or permit anyone on the land of the Council pursuant to this (Agreement) to mass release balloons or release any sky lanterns whatsoever.
- 20. Where appropriate a deposit will be taken for each event and will be required on application. This is fully refundable if no issues requiring remedial action arise. The Council reserves the right to deduct from this deposit the cost of any repairs or cleaning up required after the event and to require any additional payments to ensure full repairs etc can be made. Removal of rubbish, clearing up and reinstatement work must be carried out to the standard required by Lowestoft Town Council.
- 21. Fees are set annually by the Council with reduced concessions for charities and community groups.
- 22. Lowestoft Town Council does not provide free car parking for events in its car parks. Any spaces used will need to pay the relevant charge. Loss of revenue will be charged to the event organiser should they need to block off any spaces for whatever reason and permission should be sought from the car park owner. Cars may not be parked on Lowestoft Town Council land either. Lowestoft Town Council reserves the right to deduct from your deposit a fine of £25 for each unauthorised car on site.
- 23. Any electricity used should be only as authorised by the Council and include from points on Sparrows Nest Gardens and will be charged at a flat rate of £10 per supply per day.
- 24. It is the event organiser's responsibility to make any arrangements regarding cleansing, barriers, toilets directly with East Suffolk Norse or other relevant Lowestoft Town Council contractor and pay any associated costs and to ensure that they have any necessary licenses and permissions and comply with all relevant legislation.

EVENT APPLICATION FORM

Please read the guidance notes thoroughly before completing this section. This form should be completed (in BLOCK letters) by the person who is responsible for the Event and Planning.

Name of event	First Light Festival
	_
Event location_	Kensington Gardens
(If possible, ple	ase enclose a copy of a location plan, especially if the premises or land is not generally referred to by a postal address/postcode)
Event date	22 and 23 June 2024

Event Manager/Organiser

Name of organisation	First Light Festival CIC
Name of organiser	Lizzie Hall
Address + Post Code	East Point Pavilion Royal Plain Lowestoft NR33 OHA
Mobile / Telephone no.	
Email address	

Event Noinfo@	ofirstlightlow	estoft.com	public		enqui	ries
Contact	on	day	of	event	Lizzie	-
(This must be p	provided)					
Type of event						
Fundraising Eve	ent 🗆	Commercia	l Event □	Social Event \square	Festival	х
Pop-Up Event 🗆]	Virtual Ever	nt 🗆	Community Ev	ent □	
(If for charity) –	- Charity nar	ne				
Charity registra	ation numbe	r				
Please give the	percentage	(%) of income ra	ised that will g	o to the charity conce	rned	%

Event Description + Details

Detailed description of proposed event: __First Light Festival will take place on Lowestoft South Beach and Kensington Gardens from 12pm to 9.30pm on Saturday 22 June 2024 and 10am to 4pm on Sunday 23 June 2024, with a sunrise celebration (3.00 - 5.00am) on the Sunday as well.

First Light Festival will encompass live music, dance, theatre, talks, children's activities, science, sports, wellbeing, workshops, crafts across various stages and performance spaces, plus some of the best in regional food and drink,

The festival is free to access, with only a small number of paid ticketed activities. Tickets are available to book online in advance and on the day if available.

In Kensington Gardens First Light Festival will offer the wider local community free and accessible cultural experiences in a wonderful location - demonstrating how Kensington Gardens are a valuable resource and an exciting space for social interaction and fun, active involvement for all ages.

The Gardens Stage will showcase local bands and musicians.

Around the edges of the lake will be various local community stalls and arts organisations, including Friends of Kensington Gardens, Lowestoft Arts Centre (tbc) and Kirkley People's Forum.

The Japanese gardens will host a visual arts installation of planets made by local children and artists.

Note on Event Management Plan: We submit with this application the Event Management Plan to date, which will be reviewed again at a meeting of the SAG (Safety Advisory Group) in February and again in April. The final version of this will be sent to the regulatory authorities including Lowestoft Town Council.

Date and time to accordant	ess site for prepar	ration/installationWednesday 19 June 2024 fro	эm
Date and time the site was 6pm at the latest		event ends/de-rig Wednesday 26 June 2024 fro	om
Event start time		Event finish time	-
12pm to 9.30pm on Satu	rday 22 June 2024 a	and 10am to 4pm on Sunday 23 June 2024,	
Admission price	FREE x	Other/Chargeable	_
Has this event been orga	anised before? yes		
If YES, where and when	?same site in 201	19. 2022 and 2023.	

<u>Attendance</u>

(Please provide an approx.)

Numbers attending event	10,000 – 14,999 at any one time across the whole site inc beach
Age range/Profile of those attending	Mixed, family, local residents make up 70% of attendees.

<u>Additional Information</u>

Will any of the following be featured at this event? Please tick appropriate boxes (some may be prohibited at certain sites):

Attractions					
Fireworks/pyrotechnics		Details			
Fairground rides		Details			
Live music	Х	_	 _garden stage in		ens host local
bands, community groups and	l musici	ans			
Live entertainment		Details			
Services					
First Aid PTS	Χ	Details			_Med
Security	X	Details _J	BC Protect		
Stewards	Χ	Details: F	estival volunteers_		
Food/Drink concessions		Details:			
Staging Blackwing	X	Details			_C/O
Marquees	X	Details	 C/O ANGLIA COAST	AL MARQUEES	
Generators	Χ	Details _		_C/O	GOFER
Ltd			•	_	
Power Supply Ltd	Х	Details		_C/O	GOFER
PA system AUDIO_	Х	Details			_SYNERGY
Lighting LIGHTING	X	Details	_		_CM
Toilets	X	Details 1	TOILETS 2 GO		
LTD	^	Details_	012213 2 00		
Alcohol provision		Details			
Water provision	Х	Details E	ast Suffolk Council		
Access/Event Travel		_			
Does your event require the use of the Public Highways? Kensington road and rectory r to the site.	x oad to	_	We implement a TI ing and maintain e	_	
Due to the transitional and fre	e natur	e of the fest	ival we do not expe	ect any impact to h	nighways.
If YES, likely to require road closure(s)? Please detail. above		Details			_see
Does event planners require vehicular access to the site (if applicable)	X	Details			

Note: Please supply as much information as possible on all the above items.

After this application has been submitted, no additional items may be included without the express consent of the appropriate department in writing.

The council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers. The event organiser/s should ensure that the site is regularly litter-picked during the event and cleared of all waste/litter after the event. If the event organiser/s fail to do this, the Council reserves the right to carry out any works in default and charge the event organiser the cost incurred. If damage is sustained by the site as a result of, or in any direct action by the event and its attendees the Council reserves the right to complete works to restore and repair the site and charge the event organiser/s for any cost incurred.

<u>Insurance</u>

Event organisers are required to hold a current policy of insurance in respect of **Public Liability** and **Third Party risks** (including **products liability** where appropriate). The relevant limit of indemnity shall be an amount no smaller than £5 million per claim and the Council reserves the right to require a higher limit if deemed necessary.

Organisers will be required to produce evidence of their insurance cover.

Risk Assessments & Event Safety

Event organisers must supply a copy of their risk assessment and event plan and site plan with their application. The risk assessment must cover all aspects of the proposed events. Should the risk assessment be insufficient then permission will not be granted.

Have	you	carried	out	ā	a ris	k assessment	:(s)	of	your	event?	(Yes/No)
YE	:S										
Have	you	carried	out	а	fire	assessment(s)	of	your	even	t? (Yes,	/No) _in
progre	ss				_						

Name and contact details of the nominated Event Safety Officer:

Name	
Address + Post Code	
Mobile / Telephone no.	

Email address	

Note: All applications must be made a MINIMUM of 42 days before the event. Applications outside of this time will not be considered and failure to comply may result in the Council refusing to grant permission/withdrawing permission for the event.

<u>Application</u>

We will assess your application in consultation with Suffolk Police, East Suffolk Norse and other relevant organisations. Once we have received feedback we will advise you if your application is successful and what the costs and any specific conditions will be. It will also be passed to the Suffolk Safety Advisory Group (SAG) for their consideration

If permission is granted for this event, I hereby agree to comply with the terms and conditions of use set out by the Council and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council.

I confirm I have rea I confirm I have end Risk Assessment, Ev	X]	
SignedLizzie H 06/02/2024	Hall	Date	
PrintedLizz	ie Hall		
Position Manager	in	organisation	Project

PLEASE RETURN COMPLETED FORM BY EMAIL TO:

admin@lowestofttowncouncil.gov.uk