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.
 - c) 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 Outdoor Cinema's presented by Sunrise Film Festival

Event location Sparrow's Nest – Please see Plan A & Plan B for reference

(If possible, please 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 2nd August 2024 & 3rd August 2024

Event Manager/Organiser

Name of organisation	Sunrise Studios, part of Access Community Trust
Name of organiser	REDACTED
Address + Post Code	REDACTED
Mobile / Telephone no.	REDACTED
Email address	REDACTED

Event public enquiries No. Any public enquiries must be emailed to info@sunrisefilmfestival.co.uk

Contact on day of event – REDACTED (This must be provided)

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Fundraising Event \square Commercial Event \square Social Event \square Festival \square

Pop-Up Event X Virtual Event

Community Event X

(If for charity) – Charity name Access Community Trust

Charity registration number 1135640

Please give the percentage (%) of income raised that will go to the charity concerned 100%

Event Description + Details

Detailed description of proposed event: Outdoor cinema screenings will take place across the evenings of Friday 2nd & Saturday 3rd August; the start time of the first film will be at 6:30pm each day and the last film will end no later 11:00pm. These outdoor cinema screenings, are silent cinema screenings which means there is no amplification of audio as it's played through wireless headphones which connect via a private frequency.

Date and time to access site for preparation/installation 7:30AM – Friday 2nd August

Date and time the site will be vacated after event ends/de-rig - No later than 12AM Midnight on Saturday 3rd August

Event start time 5:30pm **Event finish time** 11:00pm

Admission price £3 FREE X Other/Chargeable Adults £3, children free

Has this event been organised before? Yes

If YES, where and when? In August 2021 we held two Outdoor Cinema's in Sparrow's Nest.

<u>Attendance</u>

(Please provide an approx.)

Numbers attending event	Each Outdoor Cinema will be capped to no more than 100 people.
Age range/Profile of those attending	Families / Adults – We will do a family friendly screening & a separate screening aimed more towards an older audience – A film screening on the evening of Saturday 3 rd August will also be LGBTQ+ themed.

Additional Information

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		Details
Live entertainment	Χ	
will be Requested from East S	Suffolk (Council Licensing for the provision of the outdoor exhibition of films.
Services		
First Aid	X	Details All staff working onsite are fully first aid trained, and we will
have a fully stocked first aid l	cit	,
Security		Details
, Stewards	X	Details There will be no less than 4 stewards on site at one time
Food/Drink concessions	X	Details Sale of typical cinema snacks, popcorn etc.
Staging		Details
Temporary Structures	X	Details LED Screen – please see risk assessment attached
Marquees	X	Details A 2mx2m marquee for our entrance to scan tickets.
Power Supply/Generators	X	Details A 3KW Silent Generator
PA system		Details
Lighting	X	Details Festoon String lighting, and small-scale floodlights for set down
and the public's safety when	vacatin	g the event.
Toilets (portaloos)		Details
Alcohol provision		Details
Water provision		Details
Access/Event Travel		
Does your event require the		
use of the Public Highways?		Details
If YES, likely to require road		Deteile
closure(s)? Please detail.		Details
Does event planners require		
vehicular access to the site		
(if applicable) de-rig.	X	Details For the initial drop off of all equipment and pickup during the

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.**

Insurance Attached

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 a risk assessment(s) of your event? Yes

Have you carried out a fire assessment(s) of your event? References to fire safety etc in Risk Assessment

Name and contact details of the nominated Event Safety Officer: REDACTED

Name	REDACTED
Address + Post Code	REDACTED
Mobile / Telephone no.	REDACTED
Email address	REDACTED

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.

Application

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 read and agree to all the terms and conditions I confirm I have enclosed a copy of my Public Liability Insurance Risk Assessment, Event Plan and Site Plan



Signed **REDACTED** Date **10 May 2024**

Printed REDACTED

Position in organisation **Development Producer**

PLEASE RETURN COMPLETED FORM BY EMAIL TO:

admin@lowestofttowncouncil.gov.uk

Risk Assessment – <u>Attached here</u>

Sparrow's Nest site plan – Site plan A & B Example (Our preference would be Plan A): Sparrow's Nest Site Plan

