

# 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 applicant is a family member, the applicant is required to have their own safeguarding policy and must ensure 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 and 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 brought on to the site 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 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. The Hirer shall so operate any traffic bollards or other devices owned by the Council in 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.
6. **Fairground** All documentation for fairground rides must be submitted to Lowestoft Town Council before 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. 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.
7. 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.

8. **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.

**9. Bouncy castles and Inflatables are not permitted on any Town Council land.**

10. It is not permitted, without prior written agreement, to use any public address system, loudspeaker apparatus, engines or generators.

11. No car boot or jumble sales or similar are permitted without prior agreement.

12. The siting of rides or attractions must be agreed in advance of the event, with Lowestoft Town Council and, as appropriate with East Suffolk Services or other Council contractor.

13. 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.

14. 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.

15. 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

16. No advertising materials may be issued or tickets sold until the Town Council has granted permission for the event to take place.

17. 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 they 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.

**18. 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 can be made. Removal of rubbish, clearing up and reinstatement work must be carried out to the standard required by Lowestoft Town Council.**

**19. Fees are set annually by the Council with reduced concessions for charities and community groups. What are the fees?**

**20. 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.**

21. It is the event organiser's responsibility to make any arrangements regarding cleansing, barriers, toilets  
*LTC Event Application – Updated August 2022.*

directly with East Suffolk Services or other relevant Lowestoft Town Council contractors, pay any associated costs and ensure they have the necessary licenses and permissions and comply with all relevant legislation.

### EVENT APPLICATION FORM

**This form should be completed (in BLOCK letters) by the person who is responsible for the Event and Planning.**

Name of event \_\_\_\_\_

Event location \_\_\_\_\_

(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 \_\_\_\_\_

#### Event Manager/Organiser

Name of organisation	
Name of organiser	
Address + Post Code	
Mobile / Telephone no.	
Email address	

Event **public enquiries** No. \_\_\_\_\_

Contact on day of event \_\_\_\_\_

**(This must be provided)**

#### Type of event

Fundraising Event       Commercial Event       Social Event       Festival

Pop-Up Event       Virtual Event       Community Event

(If for charity) – **Charity name** \_\_\_\_\_

**Charity registration number** \_\_\_\_\_

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

**Event Description + Details**

Detailed description of proposed event: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date and time to access site for preparation/installation** \_\_\_\_\_

**Date and time the site will be vacated after event ends/de-rig** \_\_\_\_\_

**Event start time** \_\_\_\_\_ **Event finish time** \_\_\_\_\_

**Admission price**                      FREE                       Other/Chargeable \_\_\_\_\_

**Has this event been organised before?** \_\_\_\_\_

**If YES, where and when?** \_\_\_\_\_

**Attendance**

(Please provide an approx.)

Numbers attending event	
Age range/Profile of those attending	

**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                             Details \_\_\_\_\_

## Services

- |                         |                          |               |
|-------------------------|--------------------------|---------------|
| First Aid               | <input type="checkbox"/> | Details _____ |
| Security                | <input type="checkbox"/> | Details _____ |
| Stewards                | <input type="checkbox"/> | Details _____ |
| Food/Drink concessions  | <input type="checkbox"/> | Details _____ |
| Staging                 | <input type="checkbox"/> | Details _____ |
| Temporary Structures    | <input type="checkbox"/> | Details _____ |
| Marquees                | <input type="checkbox"/> | Details _____ |
| Power Supply/Generators | <input type="checkbox"/> | Details _____ |
| PA system               | <input type="checkbox"/> | Details _____ |
| Lighting                | <input type="checkbox"/> | Details _____ |
| Toilets (portaloos)     | <input type="checkbox"/> | Details _____ |
| Alcohol provision       | <input type="checkbox"/> | Details _____ |
| Water provision         | <input type="checkbox"/> | Details _____ |

## Access/Event Travel

Does your event require the use of the Public Highways?  Details \_\_\_\_\_

If YES, likely to require road closure(s)? Please detail.  Details \_\_\_\_\_

Does event planners require vehicular access to the site (if applicable)  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.

## Insurance

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.  
*LTC Event Application – Updated August 2022.*

**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 a risk assessment(s) of your event? (Yes/No) \_\_\_\_\_**

**Have you carried out a fire assessment(s) of your event? (Yes/No) \_\_\_\_\_**

**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.

**Application**

We will assess your application in consultation with Suffolk Police, East Suffolk Council 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 \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_

Position in organisation \_\_\_\_\_

**PLEASE RETURN COMPLETED FORM BY EMAIL TO :**

[admin@lowestofttowncouncil.gov.uk](mailto:admin@lowestofttowncouncil.gov.uk)