

EVENT PERMIT

Between

[Event Organiser] (“Event Organiser”)

and

Somerset West and Taunton Council of
Deane House, Belvedere Road, Taunton. TA1 1HE (“Council”)

This Event Permit confirms that Somerset West and Taunton Council grant the Event Organiser authorisation to use the following:

[Insert park/asset name and address] (“Land”)

Between: [insert dates and times] (“Hire Period”)

For the following Event [insert event name] (“Event”)

The Event will take place during the following days and/hours [] (“Event Hours”)

Definitions:

Event Management Plan (“EMP”) means the plan to be produced by the Event Organiser describing how the Event is to be managed which shall include arrangements for persons attending the Event, proposed opening hours and health and safety

Event Hire Fee means the charges applicable for holding the Event on the Land

Event Permit Fee means the one-off charges applicable for issuing the Event Permit

PERMIT

1. The Council in consideration of the Event Hire Fee of £[] and Event Permit Fee of £[] hereby grants to the Event Organiser a permit to hold the Event during the Hire Period and for no other purpose. The Event shall be open to the Public during the Event Hours or if not yet determined within the hours specified in the Event Management Plan.

2. This Event Permit shall last for the Hire Period unless terminated in accordance with clause 36.
3. The Council gives no warranty that the Land is suitable for the permitted Event, this shall be the responsibility of the Event Organiser. The Event Organiser shall be responsible for taking all reasonable steps to avoid public parking on the Land during the Hire Period.

PERMIT CONDITIONS

Operation and Management

4. The Council acknowledges receipt and confirms approval of the Event Management Plan submitted by the Event Organiser. The Event Organiser shall use its best endeavours to ensure that the Event is operated in accordance with this Event Management Plan.
5. The Event Organiser shall, at the request of the Council, attend such meetings (including but not limited to) the Council's Safety Advisory Group ("SAG") or other multi-agency advisory committee to provide information, receive feedback and discuss issues arising out of the Event Organiser's Event Management Plan.
6. The Event Organiser shall make every effort to ensure that the surface of the areas of the Land and any immediately adjacent land is not damaged in any way. The Event Organiser shall be responsible for the cost of any repairs that might be necessary in the opinion of the Council.
7. The Event Organiser shall, and shall ensure that any third parties providing plant, machinery, equipment, goods, chattels, materials, works or services as part of the Event shall, have appropriate valid insurance in place to hold, build, stage and remove the Event. Such insurance shall include but not be limited to Public Liability insurance. The Event Organiser shall produce all such certificates on demand to the Council. The Event Organiser acknowledges the right of the Council to close down the Event in whole or part, if sufficient insurance is not in place or reasonably sufficient information provided to evidence that adequate insurance is in place.

Health & Safety

8. The Event Organiser shall be responsible for all health & safety matters, issues and considerations relating to the operation of the Event, including but not limited to the

build and disassembly of the Event.

9. Not later than four (4) weeks prior to the commencement of the Event, or such other period as specified by the Council, the Event Organiser shall prepare and submit to the Council a ***final*** risk assessment relating to the operation of the Event, together with the latest version of the Event Management Plan and with evidence of requisite action which has been or will be taken, to comply with any recommendations made by SAG (or other multi-agency advisory committee) and/or the Council.
10. The Event Organiser shall be responsible for obtaining all necessary permissions, consents and approvals (including for signage and/or closure of road(s) adjacent to the Land) required to permit the use of the Land for the purposes of this Event and shall ensure the Event Organiser implements any requirements of the relevant authority such as but not limited to Highways.
11. The Event Organiser must not bring any plant machinery, equipment, goods, chattels or materials onto the Land without the consent of the Council and, for the avoidance of doubt, the Event Organiser shall be solely responsible for any such plant machinery, equipment, goods, chattels or materials brought onto the Land.
12. The Event Organiser will not do or permit or suffer to be done anything illegal and/or anything which in the opinion of the Council may be a nuisance, damage, obstruction or annoyance to the Council or to any owners or occupiers of neighbouring or adjacent property to the Land.
13. The Event Organiser shall at all times observe and comply in all respects with all statutory or other requirements, rules, regulations and byelaws and in particular shall ensure that the operation of the Event shall comply with the Guidance and any other relevant guidance or requirements produced by the Health and Safety Executive insofar as they shall relate to the Land and the use thereof permitted under this Event Permit.
14. The Event Organiser shall use its best endeavours to ensure that any vegetation on the Land is not damaged during the Event and shall comply with any directions given by the Council as regards the safety of such vegetation or their protection.

Noise

15. All generators shall be acoustically insulated in accordance with the manufacturer's specifications and/or acoustically enclosed. No generator shall be located within ten

(10) metres of the boundary of any noise sensitive dwelling (as identified by the Council).

16. The erection and dismantling of structures associated with the Event shall not take place within the hours of 2200 and 0800.
17. All electrically amplified musical entertainment on the Land shall be limited to hours specified within the Event Management Plan.
18. No public address system shall be operated at a level which is audible and discernible at the boundary of any nearby noise sensitive dwelling (as identified by the Council).
19. The Event Organiser shall exercise full control over all sources of amplified sound and shall, where necessary, arrange for the volume to be reduced or the playing ceased if a noise nuisance is likely to be caused or is occurring. The Event Organiser shall comply with any instructions from the Council for the volume to be reduced or the playing ceased. An authorised representative of the Event Organiser shall be available on the Land at all times during the Event Hours (such representative to be notified in advance to the Council) and until such time as all members of the public have left the Land on each day of the Event.

Cleansing and Waste Disposal

20. The Event Organiser shall comply with all obligations under the Environmental Protection Act 1990 (as amended) and all other relevant legislation in respect of duties relating to commercial waste and the disposal of the same and shall apply the same to the Land during the Event Hours.
21. The Event Organiser shall keep the Land clean and tidy and clear of all rubbish which must be removed daily and shall regularly monitor litter and cleanliness of the Land during the Hire Period.
22. The Event Organiser must not cause or allow any roads pavements or footpaths abutting the Land to become obstructed dirty or untidy and in particular, but without prejudice to the generality of the foregoing, must not deposit refuse or other materials upon them.
23. The Event Organiser must use best endeavours to ensure that the surface of the Land is not damaged by any oil dripping from vehicles and generators either parked on or traversing across the Land.

24. The Land must be vacated by the Event Organiser at the end of the Hire Period and left in a clean and tidy condition.

Costs

25. The Event Organiser shall be responsible for the payment of any electricity, water and any other utilities services used or consumed on the Land during the Hire Period.
26. The Event Organiser must make good forthwith at its own cost any damage caused to the Land during its use and occupation of the Land without delay and within twenty-eight (28) days or any shorter timescale specified by the Council AND in the event that the Event Organiser fails to make good within 28 days of the expiry or termination of this Event Permit or within any shorter timescale specified by the Council, the Council shall have the right to make good and recoup the cost thereof from the Event Organiser which may include the right of the Council to charge for additional cleansing.

Indemnity and Insurance

27. The Event Organiser must keep the Council fully indemnified against all losses arising directly or indirectly out of any act omission or negligence of the Event Organiser or any persons upon the Land, any breach or non-observance by the Event Organiser of the Event Organiser's obligations, conditions or other provisions of this Event Permit and/or any damage to any property or the death or injury to any person arising out of the use of the Land by the Event Organiser.
28. The Event Organiser must not do anything that will or might constitute a breach of any statutory requirement affecting the Land or that will or might wholly or partly invalidate any insurance in respect of the Land and/or Event from time to time.
29. The Event Organiser must affect and keep in force a policy of insurance with a reputable insurance company incorporating the standard conditions and exemptions of the insurance company to cover all claims arising from carrying out the Event and using the Land to an amount not less than ten million pounds (£10,000,000) and must make available to the Council or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.
30. The Event Organiser must observe any rules and regulations the Council (acting

reasonably) makes and notifies to the Event Organiser from time to time governing the Event Organiser's use of the Land and the rights. The Event Organiser acknowledges and agrees that should the Event Organiser fail to comply with such rules and regulations and/or any provision of this Event Permit, the Council may terminate this Event Permit with immediate effect in accordance with clause 36.

31. The Event Organiser must not in any way impede the Council or its officers servants or agents in the exercise of their rights of possession and control of the Land and every part of the Land and it is hereby agreed where any works of repair or maintenance to the Land is required the Council will use reasonable endeavours to give the Event Organiser adequate prior notice of the same but the Council will not be liable for any loss of revenue to the Event Organiser whilst such works are being carried out.

RIGHTS OF THE COUNCIL

32. The Council may, acting by its reasonable discretion, demand that the Event Organiser attends such meetings as the Council directs to discuss any aspect of the operation of the Event and the grant of this Event Permit.
33. The Council reserves the right to refuse to permit the operation of the Event, including where, in the opinion of the Council, the risk assessment or Event Management Plan is inadequate or not sufficiently developed in accordance with the timescales detailed in clause 9, refuse to permit the operation of equipment on the Land or the provision of services which, in the opinion of the Council, is either unsafe, unsuitable, insufficiently insured or may or is in any way causing a nuisance to others. This shall include but not be limited to the cancellation of the Event and termination of the Event Permit prior to and/or during the Hire Period. The Council reserves the right to charge the Event Organiser its reasonable cancellation charges in the event of such cancellation and/or termination.
34. The Council shall not be liable for the death of or injury to the Event Organiser or his employees and customers or for damage to any property of theirs or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by them in the exercise or purported exercise of the Rights.

FEES

35. The Event Hire Fee and Event Permit Fee shall become payable upon signature of this Event Permit. The Council shall issue an invoice and the Event Organiser shall

pay the Event Hire Fee and Event Permit Fee within thirty (30) days of the date of invoice. In the event of late payment, the Council may charge Interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

MISCELLANEOUS MATTERS

36 This Event Permit shall terminate on the first of the following events:

36.1 immediately on notice given by the Council at any time following a breach by the Event Organiser of its obligations contained in this Event Permit; or immediately on notice given by the Council at any time if the Event Organiser shall become bankrupt; or if the Event Organiser shall enter into any composition or arrangement for the benefit of the Event Organiser's goods but without prejudice to any right or action of the Council in respect of any breach of this Event Permit; or immediately on notice given by the Council at any time if the Event Organiser fails to follow the Council's requirements in respect of the Event; or

36.2 the expiry of the Hire Period, or

36.3 should any of the circumstances of clause 33 apply

37 This Event Permit is personal to the Event Organiser and the Event Organiser may not assign or otherwise pass on the benefit of this Event Permit to any other party. The Council shall be entitled to novate the Event Permit or, where there is a transfer of all functions conferred on the Council to a successor council, including all rights and liabilities including those in contracts and agreements, by virtue of The Somerset (Structural Changes) Order 2022 or similar regulations, transfer the Event Permit to such successor council.

38 Nothing contained in this Event Permit, whether express or implied, shall grant to or confer upon the Event Organiser a tenancy or exclusive rights over the Land or any part thereof.

39 All notices given by either party pursuant to the provisions of this Event Permit must be in writing and are to be sufficiently served by e-mail: [\[events@somersetwestandtaunton.gov.uk\]](mailto:events@somersetwestandtaunton.gov.uk) with acknowledgment of a delivery.

SIGNED FOR AND ON BEHALF OF
[EVENT ORGANISER] BY AN
AUTHORISED SIGNATORY

Name:

Title:

SIGNED FOR AND ON BEHALF OF
SOMERSET WEST AND
TAUNTON COUNCIL BY AN
AUTHORISED SIGNATORY



A handwritten signature in black ink, appearing to read 'Chris Hall', is written over a faint, circular official stamp. The stamp contains some illegible text, possibly 'SOMERSET WEST AND TAUNTON COUNCIL'.

Name: Chris Hall

Title: Deputy Chief Executive and Director of
Place & Climate