

DUDLEY METROPOLITAN BOROUGH COUNCIL
DIRECTORATE OF THE URBAN ENVIRONMENT

TERMS AND CONDITIONS APPLICABLE TO EVENTS TO BE HELD AT
PUBLIC PARKS

- 1) The event is to be orderly and well conducted and no nuisance or annoyance is to be caused to local residents.
- 2) Dudley Metropolitan Borough Council. The Council must be indemnified against any damage or injury which may occur to persons or property in the sum of £5,000,000 or such other sum as may be specified by the Council in any individual case. The organiser must produce a copy of his/her insurance certificate not less than 14 days before the event. Failure to do so will result in the withdrawal of permission for the event.
- 3) An adequate number of stewards must be available to control participants and spectators. Stewards should be people who are aged 18 years and over. The number of stewards depends on the size of the event.
- 4) Event organisers must provide sufficient car park stewards for their event.
- 5) At the conclusion of the event the organisers must forthwith take all necessary steps to return the venue to a clean and tidy condition to the satisfaction of the authority's representative.
- 6) In the event of ground or other damage, the Council may, at its discretion reinstate or repair any such damage without giving the organiser the option of undertaking the work him/herself and in that event, the organiser must pay the costs thereof on demand. The Council may also, at its discretion demand payment of a deposit by the organiser against damage, the amount of the deposit to be settled by the Chief Finance Officer. At the conclusion of the event, the Council will refund the deposit, or whatever part of it remains, to the organiser.
- 7) The organiser must make adequate provision for toilet and first aid facilities, (including the provision of toilets for people who have disabilities) based upon the anticipated attendance at the event.
- 8) No vehicles or equipment are to be brought on site before the time agreed with the authority's representative.
- 9) All vehicles and equipment are left at the owner's risk.

- 10) No persons shall on any access road in the pleasure ground ride or drive any vehicle at such speed as to cause danger to other persons in the pleasure ground or with out consideration for such persons.
- 11) If the organiser wishes to have fairground amusements as part of the event then no amusements may move on site earlier than a date and time agreed with the Authority's representative. All amusements must be removed from site by a further agreed time and date.

Funfair proprietors must belong to the Showman's Guild. No alcohol, cigarettes or live animals are to be used as Prizes on fair stalls. (eg goldfish).

- 12) Fun Fair and ancillary equipment must be closed down at an agreed time specified on the event application form.
- 13) Event organisers may not bring in for public sale any food confectionery or beverages without the agreement in writing of the Local Authority. All caterers must produce copies of relevant food hygiene & public liability documents.
- 14) Any Electrical equipment utilising Park's electricity supplies must be P.A.T. Tested.
- 15) This Agreement supersedes any prior agreement between the parties whether written or oral and such prior agreements are cancelled as at the commencement date but without prejudice to any right which have already accrued to either of the parties.
- 16) This agreement is governed by English Law in every respect and is deemed to be made in England.
- 17) In the event of adverse weather, the Authority's representative will have the authority to cancel or close the event if, after consultation with the event organiser, it is considered that an unacceptable level of damage would be caused to the grounds or public safety would be compromised. No liability can be accepted by the Authority for any losses sustained by the organiser should this decision be taken. The relevant Highway Authority may be notified of the possibility of mud being tracked out of the park onto the public highway. If mud is tracked out then in the interests of road safety a road sweeper will be brought in to sweep the affected roadway, the cost of this will be passed onto the event organiser.

DECLARATION

I/We have read and agreed to the conditions set out and hereby apply for permission for the event specified.

NAME (print).....**Signature**.....

Date.....