



Brixworth Parish Council Special Events Agreement

1. APPLICANT

Name of Organiser:

Organisation:

Address:

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Telephone No. (Home): (Work):

2. EVENT

Type (eg. fête, funfair, football fun day):

If Fund Raising please indicate the good cause

% of takings to be contributed to the good cause.....

Details of Event:

.....

.....

Venue:

Operative Dates:-

- (a) Arrival on site:
- (b) Dates of Event – From: To:
- (c) Times of Event – From:am/pm To:am/pm
- (d) Vacation of Site:
- (e) Number of people expected to attend:

If your use of the site involves the sale or supply of alcohol other than for a wholly private function, the hirer will need to obtain a Temporary Events Notice (TEN) from West Northamptonshire Council. [Temporary Event Notice | West Northamptonshire Council \(westnorthants.gov.uk\)](http://westnorthants.gov.uk)

Also, if you anticipate 500+ people attending the event then you will need to submit a plan of the site/venue showing the areas to be cordoned off for your Temporary Events Notice, eg bar area, stage area etc. which again must be approved by West Northamptonshire Council.

Other Requirements: (eg. car parking on site, open/close gates):

3. GENERAL TERMS AND CONDITIONS

- (a) Not to use the site for any purpose other than for the type of event indicated in Section 2.
- (b) Not to play or permit to be played music of any description outside of times agreed by the Parish Council at the time of booking.
- (c) The event shall, during the said period of occupation, open not earlier than 8.00am and close not later than 11.00pm unless otherwise agreed by the Parish Council.
- (d) To keep all vehicles and equipment within the confines of the designated area allocated for the event and not encroach upon any other land.
- (e) Motorcycles and quad bikes are not permitted on site without the express permission of the Parish Council.

- (f) Not to permit any drunkenness or disorderly conduct at the event, and to conduct the event in an orderly and proper manner.
- (g) To keep and maintain the site in a clean and tidy condition and to take all the necessary steps to prevent any nuisance or act or anything which may be or may become, a source of danger, inconvenience or annoyance to the Council or owners or occupiers of neighbouring property or properties or the public at large.
- (h) To comply with all legislation relating to Health and Safety, Food, Hygiene and Fire Regulations as may be necessary.
- (i) Safe access of the site must be maintained at all times to allow for easy access by emergency vehicles and speedy evacuation of the site.
- (j) To inform West Northamptonshire Council Environmental Services of the use of Performing Animals and to liaise with him with regard to all aspects of animal welfare, licensing and Environmental requirements (with specific reference to noise, food hygiene and alcohol).
- (k) Volume of music, loud halers etc. must be kept to a reasonable level, so as to not cause a noise nuisance to local residents, and to be turned off by 22.30 hours Monday – Friday and 2300 Saturday. No operation or use of music systems will be permitted on a Sunday.

The location of generators, speakers and other noise sources shall be so sited, as to minimise the noise impact on noise sensitive locations. All generators must be silenced in accordance with manufacturers requirements. The use of main generators will be kept to a minimum. No such generator shall be run before 1000 hours.

- (l) To indemnify the Parish Council for all actions, costs, claims, expenses, demands and charges arising out of the Organiser's acts or defaults in connection with this Agreement or the holding of the event. This indemnity shall cover the acts and defaults of the Organiser's contractors, agents and employees.
- (m) Upon the expiration of the period of occupation, to deliver up the site to the Parish Council in a clean and tidy and orderly condition to the reasonable satisfaction of the Parish Clerk and to repair any damage which may have occurred.
- (o) If any of the requirements referred to in the above Agreement are not complied with, the Parish Council reserves the right to refuse entry onto the site, or to instruct the organiser to vacate the site at any time with no cost to the Council.
- (p) Portable electrical equipment owned by the hirer and used on premises owned by the Council (eg. power tools, kettles, hair dryers) must have a current test certificate as required under the Electrical at Work Regulations Act 1989.

4. SPECIAL CONDITIONS

- (a) Funfairs
 - (i) All Operators must comply with the requirements as laid down in "The Guide to Safety at Fairs" and the Health & Safety Executive Fairground Code of Practice No. HS(G)175.
 - (ii) A valid safety certificate must be provided for all rides as required by the Council.

- (iii) Access must be afforded to the Council's staff, advisors or to any authorised qualified engineer to carry out inspections as considered necessary.
 - (iv) Funfairs are not permitted to operate on Sundays
 - (v) No rides or generators shall be permitted closer than 28 metres from adjoining boundary hedges or fences.
- (b) Fireworks and Bonfires

Fireworks and Bonfires are strictly prohibited on recreational grounds without prior written permission from the Parish Council. Please refer to the Recreation Grounds & Open Spaces Conditions of Use and Hire.

5. PUBLIC LIABILITY INSURANCE

- (a) The Operator must have Public Liability Insurance cover for the full duration of the event to fully indemnify them against all third party claims which could occur as a result of the event.
- (b) Before entering upon the site the Organiser must provide proof of Public Liability Insurance Cover for at least £5,000,000 (five million pounds) for any occurrence. The number of occurrences to be unlimited.
- (c) **A copy of the Public Liability Insurance Policy Certificate must be forwarded to the Parish Clerk at least 14 days before the event takes place.**
- (d) The Organiser must produce the Public Liability Insurance Certificate at all times on demand by any authorised officer of the Parish Council.
- (e) The Council reserves the right to terminate this Agreement without notice if the Organiser fails to maintain the required Public Liability Insurance and/or fails to produce the relevant Certificate of Insurance on demand.

6. CHARGES

Profit Organisations/ Non Residents/ Charities & Organisations based outside the Brixworth Parish

£500 returnable deposit
£100 fee for the day

Not for Profit Organisations and Groups based within the Brixworth Parish

No charge

Fees to be paid at least seven days in advance of site occupation.

In the event of the Organiser not carrying out their obligations under this Agreement, the Council will be entitled to withhold or recover any sums as necessary from the Organiser and this will include the cost of restoring the land to its previous condition in the event that the site is left in an untidy or damaged condition.

7. The Council reserves the right to terminate the Agreement for the use of the site at any time if either:
- (a) The Council is of the opinion that the event is likely to prove of an objectionable or undesirable character;
or
 - (b) The Council is of the opinion that the site is likely to be used otherwise than for the purpose specified in the Form of Application;
or
 - (c) The Council is of the opinion that, due to adverse weather conditions, the event would compromise the safety of participants in the event.

If the agreement for the use of the site is terminated, the Council shall not be liable to pay any compensation to the Applicant.

8. I am over 18 years of age.

Please tick as applicable:

I hereby agree to be bound by the above Agreement.

I will be able to provide a public liability insurance certificate for £5m

I attach the required payment and deposit as in 6 above

I am a resident of Brixworth

The Organisation/ Group is based within Brixworth

Signed: (Organiser)

Name:

Dated:

Please complete and return as soon as possible to:

Post to: The Parish Clerk
The Parish Office
Brixworth Library & Community Centre
Brixworth
Northants
NN6 9DS

Hand Deliver: There is a post box for the Parish Council by the information point within the community centre building.

e- mail: parish.clerk@brixworthparishcouncil.gov.uk

For Office Use

Date Received:	
Considered By:	
Date of Meeting:	
Decision:	
Date Replied:	
Copy of Public Liability Insurance seen :	
Payment Received:	
Deposit Cheque Received :	
Date of Site Inspection:	
Deposit Cheque Returned:	