

General Terms and Conditions Use of the Site for the Event

These general terms and conditions are to be read in conjunction with other guidance and conditions stipulated on our Events webpage ([Holding an event in a public space in the Borough | Royal Borough of Kensington and Chelsea \(rbkc.gov.uk\)](https://www.rbkc.gov.uk/holding-an-event-in-a-public-space-in-the-borough)) along with any COVID pandemic related guidance for such events

1. Subject to the further terms of this Licence Agreement, the Council hereby grants the Licensee the right (in common with the Council and all other persons authorised by the Council or who are otherwise authorised) to:

- (a) use the Site for the Event between the Start Event Time and the End Event Time;
- (b) have access to the site to prepare for the Event between the On-Site Time and the Start Event Time; and
- (c) have access to the site to clean-up after the Event between the End Event Time and the Off-Site Time.

2. The right given by Condition 1 shall be exercised in consultation with the manager of the Site or other officer of the Council notified to the Licensee, in a way which so far as is reasonably practicable does not interfere with or impede the normal use of the Site.

3. Should you not vacate the Site by the Off-Site Time, we may charge you an Overstay Fine, the amount of which shall be determined by the Council to remedy any damages and compensate it for any losses incurred.

4. The Council warrants that it is free to enter into this agreement and that the rights and permissions granted herein reside with the Council.

5. The Licensee shall permit the Council and its employees and agents to inspect and monitor the arrangements made by the Licensee for the proper supervision of the Site.

6. The Council gives no warranty that the Site is legally or physically fit for any specific purpose. The Licensee shall not use the site or any part of it otherwise than for the Event.

7. The Licensee shall not make alterations or additions to the existing fabric design or lay-out of the Site or any of its facilities or services except as expressly permitted by this Licence Agreement and subject to compliance with any conditions specified by the Council (which approval the Council shall be entitled to grant or withhold in its absolute unfettered discretion).

Payment of Fees

8. The Licensee shall pay the Hire Fee to the Council in accordance with the terms of this Licence Agreement. The Council will invoice you for the Hire Fee and, if applicable, the Application Fee. The Licensee shall pay the Application Fee in advance and by the time specified by the Council.

9. If you pay the Hire Fee or the Application Fee late, the Council may claim interest on any late payment at 4% above the current base rate of the National Westminster Bank PLC for the unpaid period.

10. If VAT is payable on the Hire Fee or the Application Fee, you will pay the VAT at the appropriate rate upon receipt of a VAT invoice.

11. Any fine imposed on the Licensee pursuant to or in connection with this Licence Agreement shall be immediately due and payable. Any sums that are owed to the Council pursuant to or in connection with this Licence Agreement may be recovered from the Licensee as a civil debt.

Staffing the Event

12. During the period from the On-Site Time to the Off-Site Time, the Licensee shall provide a sufficient number of stewards and/or security personnel for the effective supervision of the Site and/or Event so as to ensure safety and preserve order. Any undertaking by the Licensee not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.

13. The Licensee shall ensure that all Event stewards and/or security personnel are:

- (b) aged over 16;
- (c) fully and properly trained;
- (c) fully briefed on all relevant health and safety issues; and
- (d) properly supervised and controlled. Site Security

14. The Licensee is responsible for the security of the Site during the period from the On-Site Time to the Off-Site Time. Should a Site presence from the Council be required, the cost of this will be paid for by the Licensee.

Access and facilities

15. If keys are required for the Site, we will provide them to you (when you are provided with the keys, you will be required to sign a confirmation that you have received them). You will look after the keys at all times and shall only utilise them to gain access to the Site in accordance with the terms and conditions of this Licence Agreement. You will return the keys to the Council as soon as practicable after the Off-Site Time and in no event later than [ten (10) days] after the Off-Site Time. Should you fail to return the keys to the Council by the time specified above, the Council reserves the right to change all relevant locks at the Site and to charge you for the cost of doing so (including all costs of arranging this).

16. Only persons who are properly authorised by the Licensee or the Council shall be allowed vehicular access to the site. The Licensee shall be responsible for the safe management of traffic on site.

17. If requested by the Council, you shall provide copies of all relevant test certificates, licences or documents for or relating to rides and/or other machinery or equipment that is to be utilised on the Site.

Noise and nuisance

18. You shall ensure that noise levels are monitored and controlled at all times. Noise levels must not exceed the levels that are permitted by law or regulation. You will ensure that no noise nuisance or public nuisance takes place at the Site between the On-Site Time and the Off-Site Time.

Litter, clean up and reinstatement

19. You shall ensure that at the end of the Event, the Site is left in a clean and tidy condition. In the event that you fail to clean up any rubbish or litter at the Site and/or fail to remove any of your materials or equipment from the Site, the Council reserves the right to:

- (a) arrange for the Site to be cleaned up at the expense of the Licensee;
- (b) impose a Clean-up Fine on the Licensee.

20. You shall be responsible for any loss or damage to the Site which takes place during the period from the On-Site Time to the Off-Site Time and will compensate the Council in full for any such loss or damage.

21. An inspection of the Site will be carried out by the Council and the Licensee before the Event and again after the Event to ascertain the state of the ground and all fixtures and fittings within the vicinity. If any reinstatement or repair work is required after the Event, the Licensee will (if

appropriate) be given a reasonable opportunity to carry out these works. Should the Licensee fail to carry out these remedial works within the time limit set by the Council, the works will be arranged by the Council and the Licensee will be charged for all of the costs and expenses that the Council incurs in relation thereto.

Insurance and Indemnity

22. The Licensee shall be liable for and shall fully and properly indemnify the Council against all claims, demands, proceedings, damages, costs, charges and expenses, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in connection with the Event and/or the use of the Site or the breach by the Licensee of any provision of this Licence Agreement.

23. The Licensee shall effect and maintain during the period from the On Site Time to the Off-Site Time a comprehensive policy of public liability insurance in a sum of not less than £5,000,000 (Five Million Pounds) in respect of any one incident, with an insurer, or underwriter of repute against all liability of the Council and the Licensee to third parties (including for the avoidance of doubt employees of the Council and the Licensee) arising out of, or in connection with, the use of the Site and/or the Event and to produce, on demand, evidence of this insurance.

Compliance with law and procedures

24. The Licensee shall comply with all relevant Legislation, government best practice, guidance and standards and Council Rules including in particular but without limitation: the Equality Act 2010 (to the extent applicable) and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body; the Health and Safety at Work Act 1974; the Data Protection Act 2018.

25. The Licensee shall comply with such rules, regulations, guidance and policies that govern the use of the Site as may have been made or as may from time to time be made by the Council and by any relevant authority.

26. The Licensee shall comply with all relevant aspects of the Licensing Act 2003. This Licence Agreement does not authorise the use of the Site for licensable activities within the meaning of the Licensing Act 2003. The Licensee must ensure that licensable activities do not take place on the Site unless all relevant authorisations under the Licensing Act 2003 have been obtained.

27. The Licensee shall not do anything that may breach any authorisation that has been issued to the Council under the provisions of the Licensing Act 2003 in relation to the Site and shall provide all reasonable assistance to the Council to ensure it complies with any such authorisation.

28. The Licensee shall comply with all relevant aspects of the law and regulation regarding the use of copyright materials in relation to the Event.

29. This Licence does not constitute a Planning Permission and in no way implies that Planning Permission for this Event will be granted. All applications for Planning Permission should be made separately to the Council in its capacity as Local Planning Authority. If any Planning Permission is needed for the Event, the Licensee must ensure that this has been obtained prior to the On-Site Time.

30. This Licence does not constitute an Advertisement Consent and in no way implies that Advertisement Consent for this event will be granted. All applications for Advertisement Consent should be made separately to the Council in its capacity as Local Planning Authority. In addition, you may not undertake any publicity or place any advertisement referring to the Council without our prior written agreement.

31. The Licensee shall promptly comply with any reasonable request(s) made by the Council.

32. The Licensee shall carry out the Event and use the Site in a good, safe and competent manner and free from dishonesty and corruption and in a manner which is not, and is not likely to become, injurious to public health or detrimental to the environment or the image and/or reputation of the Council and will ensure that the Council's interests are protected at all times.

33. The Licensee shall ensure that the Event is not dangerous and shall adopt proper precautions at all times to prevent loss or damage by fire, accident or otherwise.

34. The Licensee will fully cooperate with the Council and any relevant third parties in relation to any procedures or protocols that are put in place to ensure that the event is properly and safely planned, managed and carried out. This shall include attending and presenting plans to any applicable safety advisory or other relevant body or group.

Cancellation and termination

35. The Licensee may terminate this Licence Agreement at any time prior to the On-Site Time by giving written notice to the Authorised Officer. If the Council receives a notice of termination more than twenty-eight (28) calendar days prior to the On-Site Time, then no Hire Fee shall be payable. If the Council receives a notice of Termination less than twenty-eight (28) calendar days prior to the On-Site Time, then 50% of the Hire Fee shall be payable. If the Council receives a notice of Termination less than seven (7) calendar days prior to the On-Site Time, then the entire Hire Fee shall be payable.

36. If at any time the Licensee fails to comply with any of the terms and conditions of this Licence Agreement and having been notified of such failure, continues to act (in the reasonable opinion of the Authorised Officer) in breach of the terms and conditions of this Licence Agreement, the Council reserves the right, to terminate this Licence Agreement forthwith.

37. The Council may immediately terminate this Licence Agreement without compensation or refund of any fees in any of the following circumstances:

- (a) the Licensee fails to pay any amount that is due under this Licence Agreement or otherwise by the relevant time;
- (b) the image or reputation of the Council has been or is likely to be adversely affected by a breach of this Licence Agreement by the Licensee;
- (c) the Licensee is or threatens to be (in the reasonable opinion of the Council) subject to an insolvency or bankruptcy event;
- (d) the Licensee or any person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Council; or shall have committed any offence under the Bribery Act 2010, or shall have offered or given any fee or reward to any officer of the Council which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof;
- (e) the Council requires the Site in an emergency;
- (f) the Council is of the opinion that the Event will or is likely to compromise public health or safety;
- (g) the Council is of the opinion that the Event will or is likely to be dangerous or cause damage to the Site; or
- (h) the Licensee fails to obtain, or comply with any condition of, a Planning Permission, or Advertising Consent relating to this Event, or the Site on which the Event is to take place.

Liaison, co-operation, complaints and publicity

38. You will give to the Council, the Council's auditors, the District Auditor and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with the terms of this Licence Agreement or as may otherwise be needed by the Council to satisfy its legal obligations. Direct reasonable costs of any inspection will be met by the Council except where the information is requested as a result of complaints of poor performance or non-compliance with this Agreement.

39. You will, in performing your obligations under this Agreement, liaise with and co-operate with all officers of the Council and other contractors appointed to undertake duties on behalf of the Council. You shall comply with all reasonable instructions issued by the Authorised Officer.

40. You will deal with any complaints promptly, courteously and efficiently and will notify the Council in writing of all complaints received and the steps you have taken in response to them.

Miscellaneous

41. The rights granted to the Licensee under the terms of this licence are personal to the Licensee and are not assignable or otherwise transferable in any way.

42. Any notice required to be given to the Council pursuant to this Licence Agreement shall be in writing and may be served by either:

(a) sending the notice by recorded delivery in a prepaid envelope to the Council at the address shown above in which case the notice shall be deemed to have been duly served when a signature acknowledging its receipt has been obtained by the sender; or

(b) sending the notice by email to the email address for the Authorised Officer that is specified above in which case the notice shall be deemed to have been duly served when the sender has obtained an electronic record of its receipt.

43. Any notice required to be given to the Licensee pursuant to this Licence Agreement shall be in writing and may be served by either:

(a) sending the notice by recorded delivery in a pre- paid envelope to the Licensee at either the address shown above or the Licensee 's last known place of abode or business or the Licensee's registered office in which case the notice shall be deemed to have been duly served when a signature acknowledging its receipt has been obtained by the sender; or

(b) sending the notice by email to the email address for the Licensee 's Representative that is specified above in which case the notice shall be deemed to have been duly served when the sender has obtained an electronic record of its receipt.

44. A person who is not a party to this Licence Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

45. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

If you have any queries regarding this Licence Agreement, please e mail
specialevents@rbkc.gov.uk