

STANDARD TERMS AND CONDITIONS

FORMATION AND APPLICABLE TERMS

1. Applicable Terms

The Contract between the Licensee and the Council is governed by the following (in descending order of priority):

- a) the Event Confirmation Information;
- b) the Standard Terms and Conditions (this document);
- c) the Event Guide; and
- d) the Expression of Interest Form.

2. Definitions

In the Contract, capitalised words and phrases have the meanings given to them in the Definitions section, or equivalent, of each document.

EFFECTIVE DATE AND TERM

3. Effective Date and Duration

- 3.1. The parties acknowledge and agree that the submission of the Expression of Interest is an 'invitation to treat' by the Licensee. Accordingly, the Council shall send the Event Confirmation Information to the Licensee (which may include changes to the proposals submitted in the Expression of Interest, having first discussed these with the Licensee) which shall constitute its offer to the Licensee. Unless otherwise agreed in writing between the parties, the Licensee shall be deemed to have accepted such offer if it does not notify the Council in writing that it does not wish to do so on the sixth day after the Event Confirmation Information that it does not wish to do so ("**No Go Notice**").
- 3.2. Unless the Licensee submits a No Go Notice to the Council in accordance with clause 3.1, the Contract will commence on the Effective Date. The Contract will continue until the end of the Permit Period, or earlier if the Contract has been terminated in accordance with clause 22.
- 3.3. The parties acknowledge that the terms and conditions of the Contract apply to each Event that the Licensee proposes to run at a Site, unless otherwise agreed in writing by the Council.

LICENCE AND OBLIGATIONS OF THE PARTIES

4. Licence

- 4.1. Subject to the terms of the Contract and the issuing of the Permit, the Council grants the Licensee a right to enter and use the Site for the Permitted Use during the Permitted Period in accordance with the Contract.

4.2. The Licensee acknowledges that:

- a) the Licensee shall have the right to enter and use the Site as a licensee only and no relationship of a landlord and tenant is created between the Council and the Licensee by the Contract; and
- b) the Council retains control, possession and management of the Site and the Licensee has no right to exclude the Council from the Site.

5. Licensee's obligations

5.1. The Licensee agrees and undertakes:

- a) not to use the Site other than for the Permitted Use;
- b) not to do or permit to be done anything on the Site which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience of disturbance to any other person;
- c) to permit the Council to search all containers, bags, boxes and equipment brought into the Site by, or leaving the Site with, the Licensee or any of their contractors during the Permitted Period;
- d) if the Council notifies the Licensee that particular works must be completed prior to the Event taking place (such works being agreed in writing between the parties) the Licensee shall ensure that such works are fully completed prior to the Event taking place, and at the Licensee's cost.
- e) not to cause or permit to be caused any damage to the Site, including any equipment or fixtures at the Site; and
- f) to use any equipment provided by the Council for its proper purpose and in accordance with any instructions provided by the Council regarding its use.

5.2. The Licensee will organise the Event in a manner, which promotes customer enjoyment and the reputation of Bristol as an events venue.

5.3. The Licensee acknowledges that each of the following must be completed by the Licensee prior to the Permitted Period:

- a) Event Summary, submitted to the reasonable satisfaction of the Council;
- b) Event Management Plan submitted, kept up to date and complied with;
- c) Permissions obtained and complied with;
- d) Consultations undertaken and given reasonable effect to;
- e) Charges paid on a timely basis;
- f) Fees paid in accordance with the Contract; and
- g) compliance with any special conditions of the Permit,

and that failure to comply with any of the above provisions of this clause 5.3 shall be a material breach pursuant to which the Council may terminate the Contract in accordance with clause 22a) .

5.4. The Licensee shall cooperate and collaborate with the Council in respect of the Event, to the extent reasonably practicable, including but not limited to, attending such meetings, or participating in such communications, with the Council or relevant third parties as the Council reasonably requests.

6. Council's obligations

6.1. The Council shall cooperate and collaborate with the Licensee in respect of the Event, to the extent reasonably practicable.

6.2. The Council shall issue the Permit to the Licensee prior to the Permitted Period provided the terms of this Contract are complied with and subject to any rights of the Council to terminate such Contract.

FEES, CHARGES AND PAYMENT

7. Fees and Payment

7.1. The Licensee shall pay the Fees and the Charges in accordance with this clause 7.

7.2. The Council intends to invoice the Licensee for:

- a) the Holding Fee, if applicable, on the Effective Date;
- b) the Application Fee, within five working days of the Licensee's submission of the Event Summary;
- c) the Site Hire Fees (less the Holding Fee), 60 days before the start of the Permitted Period,

and each such invoice shall be payable by the Licensee within 30 days of the date of the relevant invoice.

7.3. All amounts payable by the Licensee exclude amounts in respect of value added tax (**VAT**), which the Licensee shall additionally be liable to pay to the Council at the prevailing rate (if applicable) subject to receipt of a valid VAT invoice.

7.4. The Licensee acknowledges that Charges may be payable and that the Licensee is responsible for paying such Charges prior to the Permitted Period.

STANDARDS AND SITE MANAGEMENT

8. General standards

8.1. The Licensee will organise the Event in accordance with:

- a) all relevant Laws, with Best Industry Practice, all relevant Guidance, and any Permissions including but not limited to in respect of:
 - (i) provision of appropriate levels of first aid;
 - (ii) electrical standards;
 - (iii) stewarding;
 - (iv) security;

- (v) catering and food safety;
 - (vi) health and safety; and
 - (vii) construction;
- b) the terms and conditions of the Contract.

8.2. The Licensee will promote and produce the Event in strict conformity with the requirements of the Council and such other stakeholders as it reasonably requires in writing from time to time (including but not limited to the Safety Advisory Group for Events, the Avon Fire and Rescue Service, the Avon and Somerset Police, the South West Ambulance Service Trust, the NHS, and the Security Industry Authority).

8.3. Notwithstanding any other provisions of the Contract, the Licensee shall ensure that:

- a) any temporary electrical installation or other structures or installations on the Site shall be undertaken by an appropriately qualified and competent person;
- b) the Site capacity stated in the Event Confirmation Information is not exceeded;
- c) there are sufficient toilet facilities (including accessible toilet facilities) at the Site;
- d) adequate risk assessments are undertaken and implemented in respect of the Site for the Permitted Period;
- e) all individuals engaged in any Regulated Activity are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service prior to undertaking any activities at the Site or Event, including a check against the adults' barred list or the children's barred list, as appropriate;
- f) subject to clause 13, appropriate lighting is installed if access or egress is likely to start or finish in hours of darkness; and
- g) an appropriate chain of command is confirmed in writing in respect of the Event and the Site, with named individuals responsible for health and safety and security, and that such chain of command is complied with throughout the Permitted Period.

8.4. The Licensee shall comply with the relevant Event Management Plan, including but not limited to the policies, procedures and plans referred to within it.

8.5. The Licensee shall provide the Council with such other information as the Council reasonably requests from time to time in relation to the Site and the Event.

9. Traffic Management

9.1. The Licensee shall prepare a traffic management plan when any roads are requested to be closed or any diversions proposed as part of the Event or if the Event will impact on any roads.

9.2. Whenever a traffic management plan is required the Licensee shall ensure that it is implemented to the satisfaction of the Council's Highways Team and the Safety Advisory Group Event where the Council so requires.

9.3. The Licensee shall ensure all car parking duties, road closures and diversions are appropriately staffed by designated car parking stewards.

10. Site security

10.1. The Licensee shall be responsible for the security of the Site for the Permitted Period and shall be responsible for the safety and security of the public and Event staff or contractors.

10.2. The Licensee shall employ such numbers of staff or contractors as may be reasonably required to ensure compliance with clause 10.1 or as reasonably notified in writing to the Licensee by the Council.

10.3. Staff employed or contracted by the Licensee for the purposes of security and safety shall be clearly identifiable and visible and shall carry the appropriate Security Industry Authority (**SIA**) approval and or licence and upon request the Licensee shall supply to the Council full details including the names, addresses and date of birth and SIA licence particulars of such staff (subject to relevant data protection arrangements between the parties in accordance with all Laws).

11. Staff Training

11.1. The Licensee is at all times responsible for the behaviour and management of all of its staff and contractors throughout the Permitted Period, and is responsible for the implementation of all relevant briefings, handbooks and training.

11.2. The Licensee shall ensure an appropriate training and briefing programme for all staff in accordance with the Health and Safety at Work etc Act 1974. This includes the dissemination and implementation of policy to all staff and contractors.

12. Noise

The Licensee shall respond reasonably to complaints of noise from local residents or any officer of the Council and shall take reasonable steps to prevent any such disturbance.

13. Light

No artificial lighting at the Site shall cause nuisance unless it is considered necessary by the Council acting as licensing authority.

14. Litter and Waste

The Licensee shall ensure that litter or waste at the Site shall not accumulate at the Site or on neighbouring premises.

15. Site Clearance

15.1. Prior to the end of the Permitted Period, the Licensee shall:

- a) clear and remove all litter and rubbish from the Site;
- b) remove all equipment from the Site that was not on the Site prior to the Permitted Period;
- c) uninstall any temporary structures which were installed at the Site during the Permitted Period;
- d) restore the Site to condition it was in prior to the Permitted Period, in the reasonable opinion of the Council,

unless otherwise agreed with the Council in writing.

15.2. In the event of non-compliance with clause 15.1, the Council shall rectify the issue and invoice the Licensee for all costs incurred in so doing, and such costs shall be payable by the Licensee on demand.

APPOINTMENT OF CONTRACTORS

16. Notification of Contractors

16.1. The Licensee shall, upon written request from the Council, provide the Council with a list of any contractors that it has appointed, or intends to appoint, in connection with this Contract.

17. Responsibility for Contractors

17.1. In the event that the Licensee enters into any contract in connection with this Contract it shall:

- a) remain responsible for all acts and omissions of its contractors and the acts and omissions of those employed or engaged by the contractors as if they were its own;
- b) impose obligations on its contractor in the same terms as those imposed on it pursuant to this Contract and procure that the contractor complies with such terms; and
- c) provide a copy, at no charge to the Council, of any such contract on receipt of a written request for such by the Council.

LIABILITY AND INSURANCE

THE ATTENTION OF THE LICENSEE IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS SECTION 'LIABILITY AND INSURANCE'

18. Indemnity

18.1. The Licensee shall indemnify and keep indemnified the Council against all liabilities, losses, actions, expenses, claims, damages, penalties or costs incurred by the Council arising out of or in connection with:

- a) the Licensee's breach of the Contract;
- b) any claims made against the Council arising out of or in connection with this Contract, to the extent that such claim arises out of the breach of this Contract by the Licensee;
- or
- c) the enforcement of this Contract.

18.2. Nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

19. Insurance

19.1. The Licensee shall, at its own cost, effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this Contract providing as a minimum the following levels of cover:

- a) Public liability insurance with a limit of indemnity of at least £5,000,000 (five million pounds) in relation to any one claim or series of claims; and
- b) Employer's liability insurance with a limit of at least £10,000,000 (ten million pounds) in relation to any one claim or series of claims,

and the public liability insurance and employer's liability insurance referred to in this clause 19.1 shall, together, be referred to as the **Required Insurances**.

19.2. The Required Insurances shall be obtained in respect of all risks which may be incurred by the Licensee, arising out of the Licensee's use of the Licence, including death or personal injury, loss of or damage to property, or any other loss.

19.3. The Licensee shall produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by the Council in writing.

19.4. If, for whatever reason, the Licensee fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Licensee.

19.5. The terms of any insurance of the amount of cover shall not relieve the Licensee of any liabilities under this Contract.

19.6. If the Licensee is a registered charity or a legal entity registered at Companies House, the Licensee shall hold and maintain the Required Insurances for a minimum of six years following expiry or earlier termination of this Contract.

19.7. In the event of the Council's insurers requiring the Council to pay an additional premium in connection with an Event, the Licensee shall pay to the Council a sum equal to the amount of the additional premium.

20. Limitation of Council's liability

20.1. Subject to clause 20.2, the Council has no liability in respect of this Contract, including but not limited to having no liability for:

- a) the death of or injury to any person;

- b) damage to any property; or
- c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's staff or contractors or customers in connection with this Contract.

20.2. Nothing in clause 20.1 shall limit or exclude the Council's liability for:

- a) death or personal injury or damage to property caused by negligence on the part of the Council or its employees or agents; or
- b) any matter in respect of which it would be unlawful for the Council to exclude or restrict liability.

DEFAULT AND CANCELLATION

THE ATTENTION OF THE LICENSEE IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS SECTION 'DEFAULT AND CANCELLATION'

21. Defaults

21.1. Where the Licensee is in default in complying with any of its obligations under the Contract and the default is capable of remedy, the Council shall issue a notice in writing and by e-mail to the Licensee (**Default Notice**) which shall:

- a) specify the nature of the breach;
- b) specify anything the Council requires the Licensee to do or not to do in respect of such breach, including any liaison with relevant stakeholders; and
- c) specify the period within which the Licensee shall remedy the breach.

21.2. Where the Council, acting reasonably, determines that the Licensee has persistently or seriously failed to meet any requirements of the Contract, the Council may, without prejudice to any of its other rights under the Contract, require that the Event be suspended for such period as it in its absolute and sole discretion it considers necessary to ensure that such failures may be rectified.

22. Event Cancellation

22.1. If either party seeks to cancel an Event, this shall take effect as a termination of this Contract in accordance with this clause 22.

22.2. Without affecting any other right or remedy available to it, the Council may terminate the Contract with immediate effect or on the expiry of the period specified in the Default Notice by giving written notice (a **Cancellation Notice**) to the Licensee if one or more of the following circumstances occurs or exists:

- a) if the Licensee is in material breach of this Contract (which includes but is not limited to a breach of any of the provisions of clause 5.3), and such breach is irremediable;
- b) the Licensee does not comply with any requirements of the Default Notice within the time period set out in such notice;

- c) a Consistent Failure has occurred;
- d) if there is an Insolvency Event;
- e) if it is reasonably likely, in the opinion of the Council, that any aspect of the Event will cause reputational damage to the Council (including but not limited to where the Licensee is the subject to any investigation by the Council or a police authority, or there is a potential conflict of interest); or
- f) if the Council, acting reasonably, has concerns about the safety or security standards that will operate in respect of the Event.

22.3. Either party may terminate the Contract with immediate effect by giving a Cancellation Notice to the other party if a Force Majeure Event has occurred which, in the reasonable opinion of either party, means that the Event cannot proceed.

22.4. The Licensee may terminate this Contract by giving a Cancellation Notice to the Council, provided that it complies with clause 23 below.

23. Consequences of cancellation

23.1. If the Licensee terminates the Contract in accordance with clause 22.4, or if the Council terminates the Contract in accordance with clause 22.1:

- a) in respect of the Application Fee, no amount shall be refunded to the Licensee as the Application Fee is non-refundable;
- b) in respect of the Holding Fee, if the Licensee submits a Cancellation Notice seven or more days after the date of the Event Confirmation Information, the Holding Fee shall be payable in accordance with clause 7.2a) and the Council shall not refund such Holding Fee to the Licensee;
- c) in respect of the Site Hire Fee, the following table shall apply, unless agreed otherwise in writing by the Council:

Amount of time between date of Cancellation Notice and first date of the Permitted Period	Proportion of Site Hire Fee (less the Holding Fee) payable by the Licensee to the Council
8 months or more	5%
6 months or more, but less than 8 months	10%
3 months or more, but less than 6 months	25%
6 weeks or more, but less than 3 months	50%
5 weeks or more, but less than 6 weeks	75%
Less than 5 weeks	100%

23.2. If either party terminates the Contract in accordance with clause 22.3, the Holding Fee and the Administration Fee shall be retained by the Council and the parties shall work in good faith to agree the distribution of any other Fees or Charges paid or unpaid.

23.3. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry including shall remain in full force and effect for such period as is necessary.

23.4. Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of the Cancellation Notice.

24. Force Majeure

24.1. Subject to the remaining provisions of this clause 24, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

24.2. Where a Force Majeure Event, in the reasonable opinion of the Council or the Licensee, means that the Event cannot proceed, either party may terminate this Contract in accordance with clause 22.3.

24.3. In the event of a Force Majeure Event, the Council shall work with the Licensee to provide an alternative site or date for the Event and shall agree any amendments to the Fees or this Contract in respect of such alternative Site. If such alternative site or date cannot be agreed upon, either party may terminate this Contract in accordance with clause 22.3.

GENERAL

25. Notices

All notices under this Contract must be by email and will be deemed to have been given on the next working day after having been sent. Notices to the Licensee shall be sent to the key Event organiser, at the postal e-mail address identified in the Expression of Interest and, if different, the Event Summary. Notices to the Council shall be sent to: site.permissions@bristol.gov.uk.

26. Variation

26.1. Subject to clause 26.2, the Council may only amend the Contract with the written consent of the Licensee.

26.2. The Council may make minor or technical amendments to the Contract, or amendments required by Law, without the written consent of the Licensee.

27. Assignment or transfer

The Licensee shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Council's prior written consent.

28. Meaning of Licensee

References to the Licensee includes the Licensee's partners, directors and employees, the Licensee's agents, sub-contractors, contractors and any other person acting on the Licensee's behalf unless the context clearly requires or indicates otherwise.

29. Use of Council name or logo

29.1. The Licensee may use the Council's name or logo subject to any requirements of the Council.

29.2. The Licensee shall ensure that any promotion or announcement or ticketing in respect of the Event must prominently state: "this event is subject to licensing and site permissions approval."

30. Third party rights

This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

31. No partnership

Nothing in this Contract is intended to or shall be deemed to establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32. Severance

32.1. If the provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

32.2. If any provision of part-provision of this Contract is deemed deleted under clause 32, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

33. Human rights and equalities

33.1. The Licensee shall (and shall procure that its staff and contractors shall) at all times comply with the provisions of the Human Rights Act 1998 in respect of this Contract.

33.2. The Licensee shall (and shall procure that its staff and contractors shall):

- a) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable equality Laws (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise)
- b) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract.

34. Anti-Bribery

34.1. The Licensee shall (and shall procure that its staff and contractors shall) during the Permitted Period:

- a) not commit a Prohibited Act; or
- b) not do, suffer or omit to do anything that would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

35. Freedom of Information and Environmental Information Regulations

35.1. The Licensee acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations. The Licensee shall:

- a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and Environmental Information Regulations;
- b) transfer to the Council all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 working days of receipt;
- c) provide the Council with a copy of all Information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- d) not respond directly to a Request for Information unless authorised in writing to do so by the Council.

35.2. The Licensee acknowledges that the Council may be required under the FOIA and Environmental Information Regulations to disclose Information without consulting or obtaining consent from the Licensee. The Council shall take reasonable steps to notify the Licensee of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Licensee shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations.

36. Entire Agreement

The Contract constitutes the entire agreement between the parties and supersedes all other agreements, proposals or representations, written or oral, concerning its subject matter.

37. Governing law and jurisdiction

37.1. The Contract and any dispute or claim arising out of or in connection with it is governed by and construed in accordance with the law of England and Wales.

- 37.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any claim or dispute arising out of or in connection with this agreement or its subject matter.

DEFINITIONS

38. The following additional definitions shall apply to these Terms and Conditions.

“Application Fee” means the application fee applicable to the Event specified in the Event Confirmation Information and calculated in accordance with the pricing structure operated by the Council, or such other applicable document as is determined by the Council, at the time of sending the Event Confirmation Information, subject to any changes agreed in writing between the Council and the Licensee.

“Best Industry Practice” means in relation to the Event, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances.

“Charges” means any fees, charges, bonds or deposits (separate to the Fees) payable by the Licensee to the Council or any third party in respect of the Event (including but not limited to in respect of any Permissions).

“Consistent Failure” means the Licensee repeatedly breaching any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

“Consultation” means any consultation with residents, property owners and/or local councillors that is required prior to the Event.

“Council” means Bristol City Council.

“Default Notice” has the meaning given in clause 21.1

“Effective Date” the date that falls on the seventh day after the date of the Event Confirmation Information.

“Environmental Information Regulations” the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Event” means the event described in the Event Confirmation Information.

“Event Summary” means the information submitted prior to the Permitted Period by the Licensee to the Council in respect of the Site through the online system ‘Event App’ (or such other system as the Council notifies the Licensee of in writing from time to time), including any special conditions included by the Council in relation to that application.

“Event Confirmation Information” means the information confirming the booking of the Site for an Event, sent by the Council in an e-mail to the key Event contact of the Licensee.

“Event Guide” means the Outdoor Events in Bristol – a guide of event organisers document produced by the Council or such other document or documents as supersede it and are notified by the Council to the Licensee in writing.

“Event Management Plan” means the plan developed and updated by the Licensee in respect of the Event in accordance with the Event Guide.

“Expression of Interest Form” means the form submitted by the Licensee to the Council, in the form required by the Council, registering its interest in booking a Site for an Event.

“Fees” means the Holding Fee, the Application Fee and the Site Hire Fee.

“Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident or other major incident in the city of Bristol;
- g) a decision of Cabinet or Full Council has been made which affects the availability of the Site; or
- h) an occasion of national rejoicing or mourning or such other event of civic or national importance coincides, or is, in the reasonable opinion of the Council, likely to coincide with, the Permitted Period.

“FOIA” means the Freedom of Information Act 2000, and any subordinate legislation made under that act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Guidance” means such guidance, protocols, codes of practice, statements as may be relevant to the Event, in the reasonable opinion of the Council, including but not limited to any specific guidance, protocols, codes of practice, statements as are referred to in the Event Guide or otherwise notified by the Council to the Licensee in writing from time to time.

“Holding Fee” means 15% (fifteen percent) of the Site Hire Fee.

“Insolvency Event” means where the other party: (i) becomes the subject of insolvency proceedings or any other proceeding relating, or analogous, to insolvency, receivership, liquidation, or assignment for the benefit of creditors; or (ii) goes into administration or an analogous arrangement; or (iii) becomes unable to pay its debts as they fall due.

“Laws” the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the organisation and operation of the Event or with which the Licensee is otherwise bound to comply.

“Licensee” means the Event Organiser, as defined in the Event Confirmation Information.

“Permissions” means any permission (including but not limited to planning permission), consent, licence (including but not limited to any licence issued by the Council as the relevant licencing authority) or other such approval as may be required in relation to the Site or the Event, from the Council or any other third party.

“Permit” means the Permit issued by the Council to the Licensee prior to the start of the Permitted Period in respect of the Site.

“Permitted Use” has the meaning given in the Event Confirmation Information as amended or updated by the Event Summary and/or the Permit.

“Permitted Period” has the meaning given in the Event Confirmation Information, including the build period, the live dates of the Event and the break period.

“Prohibited Act” means:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Contract;
- c) an offence: (i) under the Bribery Act 2010; (ii) under Laws concerning fraudulent acts; (iii) of defrauding, attempting to defraud or conspiring to defraud the Council;

“Regulated Activity” means, in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups 2006 and, in relation to adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

“Relevant Requirements” means all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Request for Information” means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

“Site” has the meaning given in the Event Confirmation Information

“Site Hire Fee” means the site hire fee applicable to the Event specified in the Event Confirmation Information and calculated in accordance with the pricing structure operated by the Council, or such other applicable document as is determined by the Council, at the time of sending the Event Confirmation Information, subject to any changes agreed in writing between the Council and the Licensee.

VERSION CONTROL

Date of Version	Version Number	Amendments since last version	Author
12 12 2023	4	First issue of revised terms	Claire Jeffwitz
09 01 2024	4.1	Minor/technical amendments: <ul style="list-style-type: none"> - including definition of Licensee - correcting cross reference in clause 3.2 - adding 'in advance' in clause 5.1(d) - deleting 'subject to clause xxx' in clause 16.1 - replacing 'in its absolute and sole discretion' with 'acting reasonably' in clause 21.2 - adding 'date' to clause 24.3 - correcting typo in clause 33.1 	Claire Jeffwitz