



Events on Council Owned or Managed Land  
Greenspaces & Leisure  
**TERMS AND CONDITIONS**

**These terms and conditions apply to:**

- The hire of Council owned or managed land, in particular the hire of 'Greenspaces and Leisure' managed land for the purpose of holding an Event.

**These terms and conditions do NOT apply to:**

- The permitted use of Council owned or managed land for the purpose of **holding an activity**, in particular fitness training or small-group activities, which do not otherwise constitute an event.
- The use of Council owned and/or managed **Sports Pitches and Grounds**.
- The use of the Council's **Highways and Transport Network** for the purpose of holding an Event.

Please refer to the 'Application Pack' for Events on Council owned or managed land, in which these terms and conditions are included.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1. In these terms and conditions, the context otherwise requires, references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument.
- 1.2. Any terms shown in italics in these terms and conditions shall have the meaning given to that term in the *Events Policy and Organisational Arrangements* document.
- 1.3. In the event of conflict between the documents that constitute this Agreement, these terms & conditions shall prevail over the Order.
- 1.4. In these terms and conditions, the following terms shall have the following meanings:
  - "Agreement"** means these terms and conditions together with the completed Application Form (including the Supplementary Information), further information, written clarifications and the Approval.
  - "Applicant"** means the individual or organisation as named on the application form, who enters into formal Agreement with the Council upon the Council's acceptance of the application, who is responsible for the Event on Council owned or managed Land.
  - "Application Form"** means the 'Events on Council Owned or Managed Land - Application Form' (Apply4 - EventApp - Barnet), in which these terms and conditions are included.



**“Application Pack”** means the documents and materials made available to the Applicant for the purposes of completing and managing the application, and entering into the Agreement with Council upon acceptance of the application which includes;

- the Application Form;
- these terms and conditions;
- the most recent version of the *Events Policy and Organisational Arrangements* document;
- the most recent version of the *Events Fees and Charges* document; and
- any document that the Council may add to the Application Pack.

**“Application Stages”** means the stages of the application process which relate to the status of the application in the Event App which include the following stages:

- **‘New’** means a new application that has been received but has not yet been checked or assigned ‘accepted’ or ‘declined’ status.
- **‘Accepted’** means that the initial checks on the application have been carried out and the application can be moved to the next stage where more detailed checks are carried out, further information may be required from the applicant to progress the application. In Apply4 – EventApp ‘Acceptance’ of the application is defined by changing the status of the application from ‘New’ to ‘Current’.
- **‘Declined’** means that the initial checks on the application have been carried out and the application cannot progress and must be declined, reasons for this will be provided. In Apply4 – EventApp ‘Declination’ of the application is defined by changing the status of the application to ‘Declined’
- **‘Info Req’** means that further information is required to progress the application. In Apply4 – EventApp an application can be moved to ‘Info Req’ at any stage of the application process and effectively means that the application is on ‘hold’ pending receipt of the additional information.
- **‘Approved’** means that written consent has been issued by the Council to the Applicant for the Event to proceed in the form of an electronic ‘Permit’.

**“Apply4 – Event App”** means the online event management system used to submit and manage applications for the hire of Council owned or managed land for the purpose of holding an Event.

**“Attendance”** means maximum anticipated peak attendance, including staff, visitors and Suppliers, at any one time as set out in the Application Form.

**“Confidential Information”** means any confidential information, matter, data, know-how, documents, secrets, dealings, transactions or affairs (however recorded or preserved), whether directly or indirectly disclosed by either party to the other whether before, on or after the date of this Contract, in connection with this Contract and / or any other information which would be regarded as confidential by a reasonable businessperson;

**“Data Protection Legislation”** means (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680), and any applicable national implementing Laws as amended from time to time; and (iii) all applicable Law about the processing of Personal Data and privacy.

**“Council”** means the London Borough of Barnet of 2 Bristol Avenue, Colindale, NW9 4EW, and more specifically the Greenspaces and Leisure department.

**“Clause”** means a clause in these terms and conditions.



**“Deposit”** means the amount payable by the Applicant to the Council (upon request) as security for any damage caused to the Site (or any neighbouring property) by the Applicant, its Suppliers(s) or attendees, during or after the Event Period, or to cover liability arising for the Council resulting from breach of the Agreement by the Applicant.

**“Event”** means a gathering of 50 or more persons, where infrastructure is brought to Site, or where activities are proposed (licensable or other) which may constitute an Event (at the discretion of the Council). The term shall also encompass any activities taking place at the main Event during the Event Period. “Event Period” means the period during which the Event will take place from first arrival to final departure from Site, and as per the dates defined in the Application Form.

**“Events Service”** means the Council’s nominated representative or service provider within the Greenspaces and Leisure Department.

**“Fee”** means the fee payable by the Applicant, under the Agreement and in accordance with the ‘Events on Council Owned or Managed Land – Fees and Charges’ document.

**“Force Majeure event”** any unforeseeable cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake, epidemic or pandemic (including Coronavirus or any other infectious disease), and any disaster, but excluding any industrial dispute relating to the Applicant, its personnel or any subcontractor or Supplier of the Applicant.

**“Infrastructure”** means any physical structures or equipment.

**“Law”** means i) any applicable laws, regulations, regulatory constraints, obligations proclamations or rules (including binding codes of practice and statement of principles incorporated and contained in such rules); (ii) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; or (ii) any applicable judgment of a relevant court of law, and in each case in force in England and Wales.

**“Site”** means the area of Council owned or managed land to be utilised under the agreement, typically the Park or Greenspace, designated area(s) within a Park or Greenspace, as specified on the Application Form, and defined on the site map, or otherwise agreed in writing between the Applicant and the Council.

**“Supplementary Information”** refers to the additional information to support the Application, as defined in ‘Supplementary Information’ sections of the Application Form.

**“Supplier”** means any company or individual(s) engaged by the Applicant to perform any duties or activities at the Event, to include any employee, contractor (sub-contractor) or agent of the Applicant. To clarify, this will include any artists/performers, activity providers, traders, concessions, service providers, contractors or infrastructure supplier.

## 2. TERM

- 2.1. The Agreement shall commence on the date the Council Accepts the Application and shall terminate at the end of the Event Period, unless terminated in accordance with 11.



**3. APPLICATION AND APPROVAL**

- 3.1. In order for the Council to consider an application, the Applicant must complete and submit an Application Form together with the required Supplementary Information on the Apply 4- Event App or any such other platform that may be used by the Council to manage applications.
- 3.2. The Council shall require as much Supplementary Information as they consider necessary to enable them to carefully consider the Application, and further information and clarifications may be sought from the Applicant at any stage. As a minimum, the Supplementary Information must include the essential information as requested in the relevant sections of the Application Form.
- 3.3. The completed Application Form together with the Supplementary Information must be submitted in accordance with the timescales below:

<b>Scale of Event</b>	<b>Timescale</b>
<b>Small</b> (up to 499 daily attendance) Except *	At least 6 weeks prior to the Event Period start date.
<b>Medium</b> (500-4999 daily attendance) Except *	At least 10 weeks prior to the Event Period start date.
<b>Large or Major</b> (5,000+ daily attendance) OR <b>*Complex Events</b> e.g., where a Premises Licence is required and as defined in the Events Policy and Organisational Arrangements document	At least 26 weeks prior to the Event Period start date.

- 3.4. The Council shall be under no obligation to accept an application from an Applicant.
- 3.5. The Applicant will ensure that all information included in the Application Form at the time of making the Application is correct and shall ensure that any subsequent changes to such information are communicated as soon as is reasonably practicable, in writing to the Council for consideration.
- 3.6. The Applicant is required to inform the Events Service at the time of application, or otherwise in writing, about all Event activities, infrastructure, and vehicles, proposed to take place on, or be brought to the Site as the case may be (via the ‘Event content’ section of the Application Form). Any event content which is not included in event content section of the Application Form will not be considered as part of the Application, unless agreed with the Council in writing.
- 3.7. The Applicant acknowledges that it has read and understood the documents forming the Agreement and has had an opportunity to carry out a thorough due diligence exercise, including the opportunity to take any appropriate independent legal or financial advice prior to entering into the Agreement. Any exceptions to the terms and conditions must be agreed in writing.



- 3.8. The Applicant may, at their own risk, sell tickets for the Event or advertise the Event before this Agreement been approved and shall be solely responsible for any losses if the Event does not go ahead.
- 3.9. The Council will give Approval for the Event to proceed at the Site by issuing a formal written notice in the form of an electronic 'Permit' to the Applicant. The Applicant must hold a copy of the Approval document on Site during the Event Period.
- 3.10. The Council reserves the right to update or modify the terms and conditions at any time without prior notice and the Applicant agrees to abide by the most recent version of the terms and conditions as notified to the Applicant.
- 3.11. The Applicant does not have automatic priority over the use of any designated sports pitches at the Site, unless the appropriate bookings have been made with the Council.

#### **4. COUNCIL OBLIGATIONS**

- 4.1. The Council shall;
  - a. grant the Applicant a non – exclusive licence to access and use the Site during the Event Period for the purpose of the Event;
  - b. provide the Applicant with all the requisite access to the Site at the commencement of the Event Period; and
  - c. make the Event Service available to the Applicant during the term of the Agreement.
- 4.2. The Council shall be responsible for carrying out '*Standard/Enhanced Engagement*' as defined in the Events Policy and Organisational Arrangements document.

#### **5. APPLICANT OBLIGATIONS**

##### **Preparatory Works**

- 5.1. The Applicant is responsible for carrying out any '*Further Engagement*' such as public consultation or engagement (e.g., with local residents/businesses) or additional engagement with interested parties, as required by the Events Service.
- 5.2. The Applicant agrees that it has examined all information, conditions and specifications of the Site and is satisfied that the Site is suitable for the Event.
- 5.3. The Applicant shall conduct a health and safety risk assessment and lodge a copy of such assessment with the Council at the time of the application submission and in accordance with the timescales set out in Clause 3.3. The Applicant shall maintain and update the health and safety risk assessment as necessary during the Event Period



### **Health and Safety**

- 5.4. The Applicant shall, and shall ensure that its Supplier(s), at all times exercise the rights and duties under the Agreement in a proper and responsible way, and ensure that the Event proceeds smoothly and safely, and does not interfere with other users of the Site, neighbours or local traffic.
- 5.5. The Applicant shall, and shall ensure that its Supplier(s), observe and perform all reasonable requirements of the Council relating to the Agreement. The Applicant shall, and shall ensure that its Supplier(s), have adequate arrangements in place for the protection of children and vulnerable people in accordance with the current legislation including the Children Act 1989/2004, the Child Protection Act 199/2004, Keeping Children Safe in Education and the London Child Protection Procedures. Where applicable, this shall be demonstrated through the provision of a safe-guarding minors and vulnerable persons policy/statement as part of the Supplementary Information submission. Children's entertainers and Suppliers will hold the necessary DBS (Disclosure and Barring Service) and Public Liability Insurance.
- 5.6. The Applicant shall utilise the Site in such a way as to allow for easy access and evacuation in the event of an emergency.
- 5.7. The Applicant must confirm to the Council, and supply evidence upon request, that all Supplier(s) are properly qualified to carry out the proposed activities in relation to the Event.
- 5.8. The Applicant will report any incidents, accidents or health and safety issues to the Events Service as soon as is reasonably practicable and complete accident/incident forms as required.
- 5.9. The Applicant shall provide adequate (risk-assessed) medical provision including first aid cover, dependent on the nature of the Event, and in line with current guidance and legislation including The Health and Safety, First-Aid Regulations 1981.
- 5.10. The Applicant will adhere to safety legislation in all aspects of the delivery of the Event, to include but not limited to the Health and Safety at Work etc. Act 1974, and Management of Health and Safety at Work Regulations 1999.
- 5.11. The Applicant must ensure that the Attendance does not exceed the maximum set out in the Application Form. The Applicant shall notify the Events Service as soon as reasonably practicable if the Attendance has exceeded or the Applicant anticipates that the Attendance will exceed.

### **Site, Infrastructure and Equipment**

- 5.12. The Applicant shall not affix or install any equipment or Infrastructure at the Site unless permitted to do so by the Council. Any equipment or infrastructure used must be removed at the end of the Event Period. The Applicant shall ensure that its activities, infrastructure, vehicles or equipment used, shall not cause damage to the ground, buildings, fences, furniture, plants or wildlife on the Site. If damage occurs on the Site or the access points to leading to the Site, the Applicant will be liable to the Council for the full cost of any repairs or reinstatement works in accordance with Clause 8.7.



- 5.13. The Applicant is responsible for securing the Site and should not leave the Site unattended during the Event Period (to include overnight) when any equipment or Infrastructure is present onsite.
- 5.14. Where keys are issued by the Council to the Applicant to allow access to a Site, the Applicant will be responsible for securing the Site (e.g., by locking the gates) and shall indemnify the Council against losses, liabilities or damage resulting in failure to secure the Site.
- 5.15. The Applicant shall adhere to all Wildlife and Countryside legislation including but not limited to the Wildlife and Countryside Act 1981 and The Countryside and Rights of Way Act 2000 (CRoW Act 2000).
- 5.16. Any electrical installations made at the Site must comply with current British standards to include but not limited to BS7909 and BS7671, and the law (Electricity at Work Regulations 1989 'EaWR' and Provision and Use of Work Equipment Regulations 1998 'PUWER').
- 5.17. The Applicant shall ensure that all construction and dismantling phases comply, throughout the Event Period, with the law and are carried out in a way that secures health and safety, as governed by Construction (Design and Management) Regulations 2015.

#### **Traffic Management**

- 5.18. The Applicant shall not, and shall not permit the public or any persons, to bring or park any vehicles on the Site, without the prior written consent of the Council.
- 5.19. The Applicant shall ensure that suitable (risk-assessed) visitor and traffic management arrangements are in place to protect members of the public and to minimise disruption to other users of the Site, neighbours or local traffic.

#### **Signage and Advertisement**

- 5.20. The Applicant is not permitted to display any signage or advertisements (e.g., by way of posters/banners/flyers or other means) on any part of the Site (to include notice boards, fencing, railings, trees or plants), without the prior written consent of the Council.
- 5.21. The Applicant must make an application for consent by submitting to the Council a 'Signage Plan' (to include but not limited to locations, dates, dimensions, attachment method and visuals) within the application deadlines.
- 5.22. If consent is granted the Applicant may display signage/event advertising at the Event Site within the Event Period. The Applicant must ensure by checking daily that signage is securely fixed and undamaged.
- 5.23. The Council reserves the right to require the Applicant at its own cost to modify the content of, replace or remove signage if the Council at its sole discretion considers them unsuitable for public display. Failure to comply will result the Council removing them and then charging reinstatement costs to the Applicant.



5.24. The Applicant must additionally obtain all other consents or permissions necessary including planning consent, before displaying any signage or advertisements and shall adhere to regulations under The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 with particular reference to Schedule 2.

**Prohibitions (Other)**

5.25. The Applicant shall not use the Site for any other purpose than the Event as detailed and set out in the Application Form and the Approval document.

5.26. The Applicant shall not make any charge for entry to or exit from the Site without the prior written consent of the Council.

5.27. The Applicant must not bring a funfair or funfair rides onto the Site, without the prior written consent of the Council.

5.28. The Applicant must not light any fires (to include but not limited to barbeques) on the Site, without the prior written consent of the Council.

5.29. The Applicant must not let off fireworks or pyrotechnics at the Site without the prior written consent of the Council.

5.30. If the Event involves any official photography or filming, the Applicant must obtain the relevant consents from the [Welcome to Barnet Film Office \(via filmfixer\)](#).

**Law and Policies (Other)**

5.31. The Applicant will adhere to the Byelaws relating to Parks and Greenspaces in the Borough at all times, unless otherwise agreed with the Council in writing.

5.32. This shall include the use of Paper Lanterns or balloons (helium filled or otherwise) which are prohibited;

5.33. The Applicant should follow current guidance and codes of practice, to include 'The Purple Guide' (<http://www.thepurpleguide.co.uk/>) or other appropriate guidance dependent on the nature of the Event.

5.34. The Applicant must comply and ensure that all participants of the Event comply with all legislation related to the coronavirus pandemic as might be amended from time to time and to any other endemic or pandemic event caused by any other infectious disease.

5.35. The Applicant acknowledges that the coronavirus pandemic is not a Force Majeure event for the purposes of the Agreement between the parties and that any restrictions affecting the Applicant as a result of the coronavirus pandemic and related legislation do not relieve it from complying with its obligations under the Agreement including payment of the fees and charges.

5.36. The Applicant must implement and maintain adequate fire precautions in accordance with the Fire Precautions Act 1975.





## **6. LICENSING AND ENVIROMENTAL HEALTH**

- 6.1. A licence is necessary for some activities including, but not limited to, street trading, sale of alcohol or regulated entertainment. The Applicant must not carry out any licensable activities unless authorised by the Council or relevant authority to do so. Where licensable activities are proposed the Applicant understands that it bears the responsibility for applying to the Council's Licencing Teams, within the required deadlines, to obtain the necessary licences and consents e.g., for Premises Licences, Temporary Event Notices, Street Trading or Occasional Sales Licences.
- 6.2. If the Event involves public performances and/or broadcast of musical works, the Applicant will be responsible for applying for Performing Right Society (PRS) and/or Phonographic Performance Limited (PPL) licences as required.
- 6.3. Where the proposed Event involves music or amplification, or otherwise has the potential to cause noise disturbance, a Noise Management Plan should be supplied to the Council in line with the deadlines stipulated in the Application Form. Where applicable, the Noise Management Plan should adhere to any licence conditions and should follow the guidance of the Code of Practice for Environmental Noise Control from Concerts 1995. The Applicant shall not cause extreme noise disturbance to adjoining properties and shall comply with the noise management plan and any licences issued or conditions set in relation to the Agreement. If requested by the Council, the Applicant must switch off or turn down the noise level immediately and/or take any other noise control measures as necessary.
- 6.4. Where a licence is granted to the Applicant to carry out any activity for which a licence is required in relation to the Event, the Applicant must supply a copy to the Events Service upon request.
- 6.5. The Applicant is not permitted to bring traders or concessionaires to the Site, unless otherwise agreed in writing with the Council. The Applicant will be required to supply the Council the full details of all traders/concessionaires upon request.
- 6.6. The Applicant and its Suppliers shall comply strictly with all current legislation relevant to the Event including the Food and Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995, Health and Safety Legislation.
- 6.7. The Applicant must provide adequate sanitary facilities including temporary toilet facilities at the Site, in accordance with current guidance.
- 6.8. The Applicant is not permitted to bring animals to the Site, unless otherwise agreed by the Council in writing. The Applicant shall not be permitted to give animals as prizes in any circumstance.
- 6.9. The Applicant must act responsibly regarding sustainability; the environmental impact of events should be minimised with demonstrable efforts made to improve event sustainability.



## **7. ASSESSMENT AND MONITORING**

- 7.1. The Council may carry out assessments of the Applicant and/or its Suppliers at mutually agreed times throughout the Event Period. Unannounced spot checks may also occur throughout the Event Period.
- 7.2. The Applicant may be required to present to the Council details of attendance figures and an analysis of users' anonymised personal data relating to the demographic of attendees.
- 7.3. The Applicant is required to keep a record of any complaints made concerning or in connection with the Event or any activity forming part of the Event, the record of complaints should be made available to the Events Service upon request. Additionally, the Applicant must immediately notify the Events Service of any significant, repetitive or unresolved complaints.
- 7.4. The Applicant is required to keep a record of any accidents or incidents that may occur at or in connection with the Event or any activity forming part of the Event, the record of accidents and incidents should be made available to the Events Service upon request. Additionally, the Applicant must immediately notify the Events Service of any significant accidents or incidents including any that are reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).

## **8. FEES, CHARGES AND PAYMENT**

- 8.1. The Fee payable by the Applicant shall be in line with the '*Events on Council Owned or Managed Land - Fees and Charges*' document. This document will be reviewed at the beginning of each financial year. The Applicant acknowledges and accepts that any fees imposed by the Council, in relation to this Agreement, shall be in accordance with the most recent version of the '*Events on Council Owned or Managed Land - Fees and Charges*' document, unless otherwise agreed in writing.
- 8.2. Upon the Applicants submission of an application the non-refundable '*Submission fee*' (intended to partially compensate managerial expenses related to processing the application) will apply where applicable.
- 8.3. Prior to the Council's 'Acceptance' of an Application the Applicant will receive written clarification of the Fee to include '*Hire of Land fee*' and a breakdown of any estimated '*Supplementary Fees and Charges*', along with clarification of discounts or negotiated rates where applicable and will be required to confirm to the Council in writing that they wish to proceed with the application on that basis within five working days from the date of that notification.
- 8.4. Upon the Council's 'Acceptance' of an Application, all remaining fees and charges will apply.
- 8.5. Payment must be cleared within the terms of the invoice but before the commencement of the Event Period. If payment has not cleared by this time, Approval will be withheld, and the Site will not be made available to the Applicant.



- 8.6. There may be exceptional circumstances where the Council may at entirely its own discretion grant Approval without issuing any associated invoices. In the event of this occurring, the Council reserves the right to issue the associated invoices to the Applicant. The Applicant shall make payment in accordance with the terms of the invoice.
- 8.7. If any fees and charges are not paid before the commencement of the Event Period, or such other time agreed by the Council in exceptional circumstances, the Council reserves the right (without prejudice to the Council's other rights and remedies) to:
- a. terminate the Agreement with immediate effect; or
  - b. charge statutory interest on that sum in the manner prescribed by, and at the then prevailing rate specified in, the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.8. The Applicant will be liable to the Council for the full cost of any repairs or reinstatement works which will be carried out by the Council's nominated contractor and for any other losses, costs or damages resulting from the Applicant's or the Applicant's Suppliers' actions or inaction.
- 8.9. The applicant may be required to pay a deposit in relation to possible damages (see '*Reinstatements' under 'Supplementary Fees and Charges'* in the Event Fees and Charges document). In the event of such a deposit being insufficient to cover the reinstatement costs, an invoice will be raised to meet the additional costs (the Applicant must make the payment in accordance with the terms of the invoice). Where the deposit amount exceeds the cost of the reinstatement, the additional funds will be refunded to the Applicant.

## **9. INSURANCE AND LIABILITY**

- 9.1. The Applicant is obliged to maintain public liability insurance in the minimum amount of five million pounds (£5,000,000) for all Events.
- 9.2. The Applicant will be obliged to maintain public liability insurance in the minimum amount of ten million pounds (£10,000,000) for high-risk Events. High-risk Events, shall include, but shall not be limited to the following events;
- a. Funfairs;
  - b. Events with significant infrastructure;
  - c. Events carrying out high risk activities; and
  - d. such other Events that the Council may determine, in their absolute discretion, as a high-risk Event.
- 9.3. The minimum public liability insurance amounts set out in Clause 9.1 and Clause 9.2 may be increased or decreased at the sole discretion of the Council, dependent on the scale, nature and complexity of the Event. Any variations to this amount must be agreed by the Council in writing.
- 9.4. The Applicant shall be liable for and indemnify and keep indemnified the Council against all liabilities, damage, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or in connection with the Agreement, or caused by a breach by the Applicant or its Supplier(s) of the terms and conditions of this Agreement.



9.5. The Council accepts no liability to the Applicant, Supplier or to any third party for any costs, claims, damages or losses other than for personal injury or death caused by the Council's negligence.

## **10. DATA PROTECTION**

10.1. The Applicant shall (and shall ensure that any of its Suppliers with access to personal data shall) comply with any requirements under the Data Protection Legislation.

10.2. The Council shall comply with any requirements under the Data Protection Legislation and in accordance with the Council's Privacy Notice (<https://www.barnet.gov.uk/your-council/policies-plans-and-performance/privacy-notices>)

10.3. Each party undertakes to comply with its legal obligations with regard to the processing, use, sharing, transfer of personal data and any personal data breach under the Data Protection Legislation.

10.4. The Parties agree to enter into a data processing agreement, where required.

## **11. TERMINATION AND CANCELLATION**

11.1. The Council may terminate this Agreement with immediate effect where the Applicant and/or its Supplier(s):

- a. is in breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such breach within ten (10) working days of receipt of written notice to remedy the breach;
- b. becomes incapable for any reason of efficiently performing as a competent and qualified Applicant and/or Supplier;
- c. acts in any way that is likely to bring the Council into disrepute or damage its reputation or interests.

11.2. The Council may terminate this Agreement for convenience by giving seven ten (10) working days written notice except termination of the agreement at the pre-approval stage where the Council may terminate the Agreement with immediate effect without liability.

11.3. If a Force Majeure event prevails for a continuous period of more than 2 weeks, either party may terminate the Agreement by giving ten (10) working days' written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

11.4. Where the Council terminates this Agreement under clause 11.1 the Applicant shall not be entitled to receive any refund of the Fee.

11.5. Subject to the reason(s) for termination, where the Council terminates this Agreement under clause 11.2 or 11.3, the Applicant may be entitled to receive refund of part or all of the Fee. Any refund of the Fee shall be calculated and reimbursed on a pro-rata basis.



11.6. Should the Applicant wish to cancel the Agreement, it must notify the Council immediately in writing. In this case:

**'Submission fee'** will be non-refundable where applicable

**'Hire fee'** and any other charges as applicable, if the event is cancelled:

3 weeks or more before the Event Period 50% of fee will be chargeable

2-3 weeks before the Event Period 75% of fee will be chargeable

less than 2 weeks before the Event Period and including any time during the Event Period 100% of fee will be chargeable

(Irrespective of the invoice being raised at this stage)

**'Supplementary fee'** will be non-refundable where applicable

## 12. NOTICES

12.1. In this Agreement

- a. "The Council's Address" means the Council's registered address shown on the Council website or such other address as the Council may from time to time notify to the Applicant as being its address for service for the purposes of this Agreement.
- b. "The Applicant's Address" means the address of the Applicant shown on the Application Form or such other address as the Applicant may from time to time notify to the Council as being the address for service on the Applicant for the purposes of this Agreement.

12.2. Any notice or other communication given or made in accordance with this document shall be in writing and may be in writing and may be posted or emailed to each party's address or may be submitted to the Event Service in respect of the Council.

## 13. GENERAL PROVISIONS

13.1. The Agreement contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Applicant acknowledges that it has not entered into the Agreement in reliance upon any representation by the Council or anyone acting on its behalf.

13.2. Pursuant to the Freedom of Information Act 2000 the Council is subject to certain legal obligations in relation to public disclosure of information. The Applicant shall cooperate with and assist the Council with any requests for disclosure which the Council receives under the Freedom of Information Act 2000 which relate to the Agreement.

13.3. Nothing in the Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.



- 13.4. Nothing in the Agreement shall fetter the Council in the exercise or discharge of its functions, powers and duties as a local authority (including, without limitation, the power to close all or part of any Park or Greenspace either on a permanent or temporary basis).
- 13.5. No relationship of landlord and tenant is created between the Council and the Applicant by the Agreement.
- 13.6. The Agreement is personal to the Applicant and is not assignable without the prior written consent of the Council and the rights given in the Agreement may only be exercised by the Applicant
- 13.7. In the event that any dispute arises between the parties in connection with the Agreement, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably between themselves. Disputes remaining unresolved following such endeavours shall, if the parties agree, be referred to non-binding mediation. In the event that the parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England.
- 13.8. This Agreement shall be governed by and construed in accordance with the Law of England and Wales and the Council, and the Applicant hereby submit to the exclusive jurisdiction of the English and Welsh Courts.