

**Terms and Conditions  
for Event Licences on Open Spaces**

## 1. INTERPRETATION

The following definitions apply to this agreement:

**Applicant:** the person or body granted a licence to use the Site for the Permitted Use for the Period

**Council:** Nottingham City Council (owner of the Site)

**Event:** the use of the Site for the Permitted Use for the Period

**Event Reservation:** the letter outlining the Applicant licence to use the Site for the Period subject both to the terms of the Event Reservation letter and also to the terms and conditions set out in this agreement.

**Permission Granted:** Letter granting permission based on the signed acceptance of the information specified in the Event Reservation letter and in this agreement.

**Site:** as set out in the Event Reservation

**Period:** the time set out in the Event Reservation

**Permitted Use:** the use set out in the Event Reservation

**Permitted Hours:** the times when the Applicant may use the Site set out in the Event Reservation

**Licence Fee:** the amount set out in the Event Reservation

**Insurance Amount:** the amount specified in the Event Reservation

**Events Team:** the Council team responsible for processing applications and granting permissions for Events

**The Licence:** This Agreement, the Event Reservation and Permission Granted documents combined.

## 2. LICENCE

2.1 The Council licences the Applicant to occupy and use the Site for the Permitted Use for the Period.

2.2 The Council shall be entitled to alter the terms of the Licence and the details of the Permitted Use if the Council shall have sent the Event Reservation prior to the Permitted Use having been fully agreed or in the event that any alteration is required to comply with the recommendations of the Event Reservation or the conditions of any licence, regulation or condition affecting the Site or the Permitted Use or the requirements of the police, fire or emergency services.

**3. LICENCE FEE AND PAYMENT**

3.1 The Applicant will pay the Licence Fee to the Council no less than 7 days before the start of the Period.

**4. APPLICANTS OBLIGATIONS**

4.1 The Applicant shall not use the Site otherwise than for the Permitted Use and during the Permitted Hours and in accordance with the Licence.

4.2 The Applicant shall not make any alteration or addition whatsoever to the Site save as may be allowed by the Licence and be subject to such conditions as set out in it.

4.3 The Applicant shall leave the Site at the end of the Period clean and tidy in the same condition it was in when the Event began including the removal of all items brought onto the Site and all rubbish and litter and shall make good any damage caused to the Site.

4.4 The Applicant shall arrange at its expense for the removal of all advertising and promotional material and flyers affixed or distributed within the Council's area

4.5 The Applicant shall not cause any nuisance, annoyance or danger to the Council, any residents or other occupiers of properties affected by the Permitted Use or to the general public

4.6 The Applicant may, with the consent of the Council, sublicense any part or parts of the rights under this Licence but without releasing the Applicant from the Applicant's obligations to pay the Licence Fee and perform the obligations, covenants and conditions contained in the Licence, and provided that:

(a) The Applicant shall not sublicense (in part or in whole) any of the benefits of the Licence without the written consent of the Council; such consent not to be unreasonably withheld or delayed.

(b) Every permitted sublicense shall contain identical provisions, approved by the Council and imposing the same obligations as are contained in the clauses of the Licence.

4.7 The Applicant shall act at all times in a reasonable and responsible manner and in accordance with any regulations conditions or other restrictions affecting the Site.

- 4.8 The Applicant shall comply with all statutory requirements affecting and regulating the Permitted Use
- 4.9 The Applicant shall ensure that all activities allowed by the Permitted Use requiring licences, permits or consents of whatever nature shall be duly licensed, permitted or consented to and shall produce such licences, permits or consents to the Council on request and shall provide the Council with any risk assessments as may reasonably be required.
- 4.10 The Applicant shall be responsible for all charges in connection with the supply to or removal from the Site of electricity, telecommunications, gas, water, sewage and other utilities and shall indemnify the Council in respect of such charges as stipulated by the Event Reservation.
- 4.11 The Applicant shall pass on to the Council any notices or other correspondence received at the Site and addressed to the Council or relevant to the Council's interest in the Site
- 4.12 The Applicant shall allow members and officers of the Council (and all others authorised by the Council) members of the police fire and emergency services to enter the Site at any time for the purpose of ascertaining whether the terms of the Licence are being complied with—and shall comply with all directions of such persons.
- 4.13 The Applicant shall comply with all reasonable directions and instructions given by officers of the Council
- 4.14 The Applicant shall not prevent the public access to the Site or any part thereof unless such restriction is allowed by the Licence
- 4.15 The Applicant shall not erect or post any advertising or publicity material at the Site or any other property or land belonging to the Council unless the Council shall have approved.
- 4.16 The Applicant shall ensure that in the exercise of the Permitted Use all reasonable adjustments to accommodate persons with protected characteristics as defined in the Equalities Act 2010 shall be made.
- 4.17 The Applicant's obligations are joint and several obligations of the persons that comprise the Applicant.

**5. COUNCIL'S OBLIGATIONS**

- 5.1 The Council shall allow the Applicant (and its employees and visitors) access to and egress from the Site in accordance with this Licence.
- 5.2 The Council will allow the Applicant access to facilities in accordance with this Licence.
- 5.3 The Council will provide, make available or allow usage of such services as may be agreed between the parties as set out in the Event Reservation (the Services) and at such cost or financial provision as is set out in the Licence.

**6. CONTRACT MANAGEMENT**

- 6.1 Both the Council and the Applicant shall appoint representatives to act on their behalf and shall inform each other of their representative.

**7. INDEMNITY AND INSURANCE**

- 7.1 The Applicant shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Council arising out of or in connection to the Permitted Use of the Site during the Period
- 7.2 The Applicant shall maintain fully comprehensive public liability insurance during the Period in a sum not less than the Insurance Amount and immediately upon request from the Council shall produce evidence of the insurance and a receipt for the policy premium.

**8. PUBLICITY**

- 8.1 In the event that the Applicant appoints another to distribute and display publicity materials, prior to distribution and display the applicant shall notify the Council of the full contact details of such other.

**9. TERMINATION AND SUSPENSION**

- 9.1 The Council may terminate permission with immediate effect in the event that there is or has been a breach of the terms of this Licence.

- 9.2 The Council may suspend in part or in whole the Permitted Use with immediate effect in the event that there is or has been a breach of the terms of this Licence for such period as it considers appropriate.
- 9.3 The Council may allow permission to continue if it is satisfied the breach referred to clause 9.1 or 9.2 has been remedied.
- 9.4 The Council may terminate the Licence with immediate effect if any of the insolvency events contained in Schedule 1 occur.
- 9.5 If the Council terminates the licence for the above reasons the Applicant will pay any such costs incurred by the Council in connection with providing the Services.
- 9.6 The Council reserves the right to refuse any application for the hiring of a venue.
- 9.7 Cancellation by either party must be by notice in writing and the effective date will be the receipt of such notice by the other party.
- 9.8 Notice of cancellation must be sent to:
- Markets and Events, 2<sup>nd</sup> Floor, Loxley House, Station Street,  
Nottingham, NG2 3NG
- 9.9 On cancellation of the booking the Applicant shall be liable to the Council as follows:

<b>Notice period</b>	<b>Amount</b>
3 months	Any additional costs incurred by the Council in connection with providing the Services
2 months	50% of Licence Fee plus any additional costs incurred by the Council in connection with providing the Services
<1 month	Licence Fee plus any additional costs incurred by the Council in connection with providing the Services

- 9.10 Applicants who fail to notify the Council in writing of cancellation shall forfeit any fees paid and shall be liable to the Council for the whole of the Licence Fee (together with any additional costs incurred by the Council in connection with providing the Services)

9.11 Proposals for substitutions and amendments to the nature of the Permitted Use must be notified in writing to the Markets and Events Team which reserves the right to cancel the booking or amend the Licence Fee as it considers appropriate. In the event of such cancellation, the Applicant shall be liable as stated in Clause 9.9

9.12 All notices must be sent by recorded delivery or delivered in person to the reception desk at Loxley House, for the attention of Markets and Events, 2<sup>nd</sup> Floor, Station Street, Nottingham, NG2 3NG where a receipt must be obtained.

9.13 All payments must be made by bank transfer or cheque. No payment shall be deemed to have been received until the Council has received cleared funds.

## **10. ASSIGNMENT**

10.1 This Licence is personal to the Applicant and the benefit of it may not be assigned to any other person without the consent in writing of the Council.

## **11. THIRD PARTY RIGHTS**

11.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **Schedule 1**

- (a) the Applicant suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or being a limited company or limited liability partnership is deemed unable to pay its debts within the meaning of s123 of the Insolvency act 1986 or being an individual is deemed either unable to pay its debts or having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or being a partnership has any partner to whom any of the foregoing applies
- (b) the Applicant commences negotiation with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than being a company for the sole purpose of a scheme offer a solvent amalgamation of the Applicant with one or more other companies or the solvent reconstruction of that other party
- (c) a petition is filed, a notice given a resolution is passed or an order made, for or in connection with the winding up of the Applicant if a company other than for the sole purpose for a scheme of solvent amalgamation of the Applicant with one or more other companies or the solvent reconstruction of the Applicant
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notion of intention to appoint an administrator is given or if an administrator is appointed over the Applicant (being a company)
- (e) the holder of a qualifying floating charge over the assets of the Applicant (being a company) has become entitled to appoint or has appointed an administrative receiver;



- (f) a person becomes entitled to appoint a receiver over the assets of the Applicant or a receiver is appointed over the assets of the Applicant;
- (g) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Applicant attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Applicant's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in sub clauses (a) to (h) above (inclusive);
- (j) the Applicant suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (k) the Applicant (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation