

TERMS & CONDITIONS OF USE FOR MILLENNIUM SQUARE & VICTORIA GARDENS



Use of the Millennium Square and/or Victoria Gardens (referred to as 'the event space' in this document) for special events and promotions is subject to the following terms and conditions:

1. A letter will be sent upon confirmation of acceptance of these terms and conditions and any contractual obligation must be available for inspection by any officer of the Council on the day/period in question.
2. Applications for use of 'the event space' must be made in writing and will be processed by The Events Team. Before consent is issued, a signed undertaking at the back of the document must be given that the conditions will be adhered to and the person giving the undertaking must be on site for the duration of the promotion/event.
3. A fee will be charged for all promotions/events and must be paid in advance. The fee may be waived at the discretion of The Events Team who reserve the right to change the fee at any time, if additional staff time spent on the event warrants such an increase. The appropriate fee will be notified at the time of application. Should an event be cancelled after a consent has been issued, an administration charge of 20% of the fee will become payable.
4. Venue fees may be reduced for registered charities at the discretion of the Events Team, this fee will be notified at the time of application. Administration, equipment and staffing fees will still apply.
5. The Consent holder must supply to the Council for approval (if so required) a copy of the following no less than 14 days before the period of the hiring:
 - a) **Programme of entertainment**
 - b) **Risk assessment relating to proposed activity**
 - c) **A method statement for installation of any temporary structures**
 - d) **A full event production schedule**
6. The event promoter/organiser shall submit details of any use of live or recorded music (by CD, tape, mini disc, radio broadcast or record) prior to the event. Any subsequent PRS or PPL fees will be payable by the event promoter/organiser following the event. This charge will be invoiced to the organiser.
7. The Consent holder is not to grant broadcasting or filming rights without the prior consent of the Council for which a fee may be payable at the Events Managers discretion. Cameras may at the Events Managers discretion be brought into and used inside 'the event space' for private purposes provided that no nuisance or annoyance is caused.
8. When 'the event space' is hired for filming, all details of requirements for vehicles, cabling, lighting, tracking, props and other equipment must be agreed in advance with The Events Team, and strictly adhered to.
9. The consent holder is responsible for all Health & Safety issues on site and must appoint an appropriate Event Safety Co-ordinator who is of sufficient competence, status and authority to advise on safety at the event and be able to authorise and supervise safety measures, liaising with the 'the event space' venue management team.
10. The consent holder must maintain and keep good order and decent behaviour within the licensed site and shall take all due precautions for the safety of the public, employees and performers.

11. The Council shall not accept responsibility for any injurious act or default on the part of any employee or agent of the Council, unless such an act or default could have been foreseen and avoided by the exercise of due diligence on the part of the Council as the employer. The Council shall not otherwise be liable, whether in contract tort or otherwise howsoever, for any loss, damage, death or injury arising directly or indirectly from any breakdown or failure, or from the provision of any equipment or services, all with the sole exception of any death or personal injury caused by the negligence (as defined for the purposes of the Unfair Contract Terms Act 1977) of the Council, its employees or agents acting in the course of their employment.
12. The consent holder or his/her activities shall not cause any nuisance or annoyance to any other users of 'the event space', occupiers of neighbouring land or buildings or to Leeds City Council.
13. The consent holder will be responsible for indemnifying the Council for the reasonable cost of repair to the highway, surface, wall's or street furniture if damage is caused by his/her event, or for any actions, costs, claims and demands that may result from his/her use of the event space or highway under the consent granted by the Council.
14. The consent holder will, if the Council requests, take out public liability insurance in the sum of at least £5,000,000, or £10,000,000 (depending on the event) in respect of each individual claim with an insurance company who shall be approved by the Council and will produce details of such insurance to the Council upon request.
15. Direct selling of goods and services will only be permitted when invited to do so by The Events Team. Where selling of goods is approved, a street trading licence will be required with an additional cost incurred, details available on application.
16. Any display must be safe, tidy and attractive and to the satisfaction of the City Council. Attaching or placing signs, banners or other items on or to street furniture, trees/shrubs, or the highway / event space surface will not be permitted. Use of 'A' boards will not be permitted.
17. Event publicity posters (if used by the consent holder) should only be used on licensed sites within the Leeds Metropolitan district. Use of illegal flyposting sites by the consent holder (or their agents) will result in charges for removal of the material being levied to the promoter.
18. Cash collections will only be allowed for charity organisations and will be controlled by the Licensing Section of the Central Services Division of Leeds City Council.
19. Trailers, caravans and motor vehicles etc. will not be permitted to park on 'the event space' during an event/activity. Vehicles used for towing or transporting units or equipment to a site must be removed from the site before the event commences. The only vehicles allowed are those for which the application has been made and express consent given.
20. Any vehicular movement on site must be taken with proper provision for public safety. No vehicle is to remain on the area outside the agreed use time without permission. Staff

associated with the activity are not permitted to park privately owned vehicles on 'the event space'.

21. Vehicle users must comply with West Yorkshire Police advice on safe driving practice, which states: "Whenever a vehicle is driven upon footway areas it should be guided by another person so as to inhibit excessive speed and prevent conflict with any pedestrians in the vicinity".
22. All trailer tow bar frames must be screened by boards or barrier to ensure they are not a hazard to pedestrians. Boards must be appropriately coloured and safely secured.
23. All vehicles must use drip trays to avoid oil marks on the paving. The hirer will indemnify the Council for the costs of removal of oil marks, fuel spillages or any other staining.
24. The provision of and siting of all refreshment/concessions shall be in accordance with the requirements and to the satisfaction of the Council's Environmental Health Division, Building Consultancy, Fire Authority and Police, and in particular all such facilities shall be positioned well away from the stage and exits from the licensed site and shall remain stationary whilst the public are on the licensed site.
25. The consent holder must, prior to the event provide the Licensing Authority with a full list of food hawkers detailing their names, addresses, type of operation and proposed locations within the licensed site. The consent holder must ensure that no other food concessionaires are admitted to the licensed site.
26. A sterile area must be created during the build-up and breakdown of event infrastructure to protect the general public. Activities will be positioned so as to cause the minimum of disruption to pedestrian movement.
27. The consent holder will ensure that sound levels generated by his/her event are reasonable and do not cause any noise nuisance to other businesses in the vicinity. If a complaint is received by the Council, immediate corrective action must be taken.
28. The user must leave all dressing rooms and other backstage areas in a clean and tidy condition.
29. Litter, generated as a result of any activity, including samples/products promoted, must be minimised and removed by the consent holder. If the Council incurs additional cleansing costs as a result of the promotion/event, then an appropriate charge (in order to indemnify the Council) will be made to the consent holder. If a large accumulation of litter is expected arrangements can be made for collection. A charge will be levied for this service.
30. **Petrol generators will not be allowed.** Details of any other type of generator must be submitted for prior approval to The Events Team. Use of mains power supplies should be used where possible.
31. The consent holder must ensure that all electrical installations are certified by an electrician as approved to BS7909 as detailed in Chapter 10 of the HSE Event Safety Guide. All electrical installations and equipment must comply with the general requirements of the Electricity at Work Regulations 1989. A copy of the certificate must be submitted to the Licensing Authority in the prescribed form prior to the commencement of the event.

32. All means of access, egress, sanitary accommodation and first aid facilities will be adequately and conspicuously sign posted at all times. These can be provided by the council as part of the venue, although a charge may be levied for this service.
33. No exhibition, demonstration or display of laser equipment or fireworks/pyrotechnics shall be given in the licensed site without the prior consent of the Licensing Authority.
34. The consent holder must ensure that all temporary structures are suitable and fit for their intended purpose and installed in accordance with the manufacturers instructions. Copies of the completion/handover certificates for all temporary structures must be submitted to the Licensing Authority, appropriately endorsed by the contractor or other competent person, prior to the commencement of the event.
35. If such a structure requires the input of Leeds City Council Building Control a charge will be levied for the service. Please note there is no anchoring points on 'the event space'. Use of water, sand or concrete ballast (with surface protector if necessary) will be required.
36. All cables on site must be adequately covered or preferably flown well above head height.
37. Necessary fire fighting equipment must be provided by the organiser and be readily available. In house fire fighting equipment is available for an additional charge.
38. The use of loud hailers for an event activity will not be permitted, unless specifically agreed with The Events Team in advance. This does not apply to an emergency situation, where use is permitted.
39. If a consent holder is asked to move his/her location by the Council, Police or Fire Service, he/she will immediately comply with that request.
40. The consent holder will be responsible for the satisfactory behaviour of any employees or other people involved in the event and for ensuring their compliance with these conditions.
41. The consent holder will comply with the Council's Equal Opportunities and Health and Safety policies.
42. The consent holder is responsible for providing proper first aid facilities and persons trained in first aid at all time during the event. All first aid facilities employing volunteers or professionals are to be approved by Yorkshire Ambulance Service (YAS)
43. The consent holder shall be solely responsible for any and all liabilities arising from its use and occupation of 'the event space' and shall further be responsible for the custody and security of its own property.
44. Security in sufficient numbers deployed to an agreed specification as acceptable to the Chief Officer of Police, Fire Brigade and Local Authority, must be provided in accordance with Chapter 6 of the Event Safety Guide. Briefing of stewards/security to the satisfaction of the Chief Officer of Police, Fire Brigade and Local Authority be given and the stewards/security will be provided with easy means of recognition. No person under the age of 18 years shall be employed as a steward.
45. Use of venue or event security should be approved by The Events Team. All event security should carry the appropriate door safe / SIA accreditation.

46. The consent holder shall have sole responsibility for entering into any contracts for goods and services. The Council may give the names of suppliers of goods and services to the consent holder as part of its advisory service but this does not constitute any endorsement of such suppliers nor any intention to act as an agent of such suppliers and the consent holder must make its own decision as to whether or not to contract with such suppliers.
47. Fees for use of in-house equipment and services, e.g. power and staffing will be charged at a appropriate rate for activity on 'the event space'. Fees will be agreed beforehand in writing, invoicing for such services is normally undertaken following an event and once all charges have been calculated. For amounts of over £1,000 a payment schedule will be put into place.
48. The Council reserves the right to refuse any promotion/event permission to book 'the event space', and reserves the right to terminate any consent not enforceable in law (Unfair Contract Terms Act 1977) upon giving reasonable notice, save in an emergency, if the holder does not conform to the original agreement and conditions, to the reasonable satisfaction of the Council.
49. Consent holders may be required to curtail or cancel an event on the day, in the circumstances of emergency or other authorised legitimate access requirements for which no satisfactory alternative access arrangements can be made.
50. The Events Team reserve the right to refuse or cancel an event due to advise given by any of its 'multi agency' partners, e.g. West Yorkshire Police, West Yorkshire Fire Service, Yorkshire Ambulance Service or internal council departments with statutory power such as Licensing, Environmental Health or Highways.
51. The consent holder should note that it is illegal to smoking environment indoors and in certain areas of the event space. The Undercroft and Brodrick toilets on 'the event space' are fitted with a sophisticated smoke alarm systems which are connected directly to the fire service should the smoke alarm be activated.
52. The Chief Constable of the West Yorkshire Police, any authorised officer of the West Yorkshire Police, the Chief Fire Officer, any authorised officer of the West Yorkshire Fire Service, any authorised officer of the est Yorkshire Ambulance Service (NHS Trust) and any authorised Officer of the Leeds City Council shall have free access to all part of the licensed site at all reasonable times for the purposes of supervision and enforcing the observance of these Terms and Conditions.
53. The Council reserves the right to cancel or withdraw any consent, at any time prior to the date in question. The Council will give as much notice of cancellation as is possible in the circumstance.

Please sign this page and return to the address to confirm that you have read and understood the terms and conditions of use for 'the event space'.

Signature of hirer:

Organisation:

Date:

**The Events Team
Leeds City Council
Leeds Town Hall
The Headrow
Leeds
LS1 3AD**

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