

## Licence to hold an event in Hull Parks



### Not For Publication Private & Confidential

THIS LICENCE is made the day of 23<sup>rd</sup> February 2017 between:

(1) Hull Culture & Leisure Ltd. of Dock Office Chambers, New Cross Street, Hull, HU1 3DU as the Licensor.

and

(2) Hull UK City of Culture, Pacific Exchange, 40 High Street, Hull, HU1 1PS as the Licensee.

Name of Event: The Seven Alleys

Dates: 3<sup>rd</sup> May – 6<sup>th</sup> May

Location: East Park

NOW IT IS AGREED as follows:

### **1. DEFINITIONS AND INTERPRETATION**

In this Licence:

- 1.1 The 'Event' means the [entertainments, stalls, sideshows, roundabouts, equipment etc.] as approved by the Licensor.
- 1.2 The 'Licence Period' means from 3<sup>rd</sup> May to 6<sup>th</sup> May inclusive.
- 1.3 References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.4 The 'Park' means East Park, Holderness Road, Hull, HU8 8JU
- 1.5 The 'Permitted Hours' means the hours the Event will be open to the public, being 9pm – 11pm.

- 1.6 The 'Rights' means the use of the Land for the Event and for the setting up and removal of the equipment and materials needed for the Event.
- 1.7 'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to licence fees or other sums payable by the Licensee are exclusive of VAT.
- 1.8 Words importing one gender include all other genders; words importing the singular include the plural and vice versa; words importing persons include a corporate body and a partnership and vice versa.
- 1.9 Any agreement by the Licensee not to do anything includes an obligation to use all reasonable endeavours not to permit or suffer that thing to be done by another person where the Licensee is aware that the thing is being done.

## **2. LICENCE**

- 2.1 The Licensor grants to the Licensee the Rights (in common with the Licensor and all others authorised by the Licensor so far as is not inconsistent with the Rights) on the dates and during the Permitted Hours during the Licence Period.
- 2.2 The Licensee must pay to the Licensor on completion of this Licence the sum of £55 inclusive of VAT in respect of the Licensor's costs of the preparation and completion of this Licence (if applicable). This sum to be included in the final account.

## **3. LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor as follows:

### **3.1 Cost of services consumed**

- 3.1.1 The Licensee must pay to the service suppliers, and indemnify the Licensor against, all charges (if any) for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Land during the exercise or purported exercise of the Rights.

### **3.2 State of the Land and the Park**

- 3.2.1 The Licensee must keep the Land and the Park clean and tidy and clear of rubbish during the Licence Period and arising from the exercise or purported exercise of the Rights.
- 3.2.2 Immediately upon the occurrence of any damage to any erections or other property of any kind on the Land or the Park or injury to any person on the Land, in any way attributable to the exercise or

purported exercise of the Rights, the Licensee must make good the same, or pay to the Licensor or the person injured full compensation in money for such damage.

3.2.3 The Licensee must not cause any part of the Park to be untidy or dirty and in particular, but without prejudice to the generality of the foregoing, must not deposit refuse or other materials in the Park.

3.2.4 On the expiry of the Licence Period or earlier determination as provided in clause 4 hereof, the Licensee shall leave the Land and the Park in good repair and condition to the reasonable satisfaction of the Licensor.

### **3.3 Statutory obligations**

3.3.1 The Licensee must comply in all respects with the requirements of all statutes applicable to the exercise of the Rights and ensure that the operation of the 'Event' complies with such statutes.

### **3.4 Rules and regulations**

3.4.1 The Licensee must comply with any rules and regulations which the Licensor may make governing the use of the Land and exercise of the Rights and of which the Licensor shall notify the Licensee.

### **3.5 VAT**

3.5.1 The Licensee must pay all VAT that may from time to time be charged on any sums payable by the Licensee under this Licence, and

3.5.2 all VAT incurred in relation to any costs that the Licensee is obliged to pay or in respect of which he is required to indemnify the Licensor under the terms of this Licence, save where such VAT is recoverable or available for set-off by the Licensor as input tax.

### **3.6 Licensor's rights**

3.6.1 The Licensee must not impede in any way the Licensor or its officers, servants or agents in the exercise of the Licensor's rights of possession and control of the Land.

3.6.2 The Licensee must permit the Licensor or its officers, servants or agents to enter and view the exercise of the Rights and the arrangements for security of the Land.

### **3.7 Assignment**

3.7.1 The Licensee must not assign or sublicense the whole or any part of the Rights which are personal to the Licensee and may only be exercised by the Licensee and its employees and contractors.

### **3.8 Nuisance**

3.8.1 The Licensee must not do anything on the Land, nor exercise the Rights, in such a way as to cause damage to the Land or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or the owners or occupiers of adjacent or neighbouring premises or to the remainder of the Park.

### **3.9 Permissions and notices**

3.9.1 The Licensee must obtain all planning or other permissions, licences and consents from all appropriate authorities and serve or display all notices that may be required to exercise the Rights on, at or from the Land.

### **3.10 Indemnities**

3.10.1 The Licensee must keep the Licensor fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Licensee, or any persons at the Land expressly or impliedly with his authority and under his control, or the exercise or purported exercise of the Rights, or any breach or non observance by the Licensee of the obligations, conditions or other provisions of this Licence.

### **3.11 Licensor's insurance**

3.11.1 The Licensee must not do or omit anything that could cause any insurance policy on or in relation to the Land to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

### **3.12 Liability insurance**

3.12.1 The Licensee must effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company or procure that such a policy is effected and kept in force, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the Rights in the amount of £5,000,000 in respect of any one claim for bodily injury or disease or damage to property, and must make available to the Licensor or its agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

### **3.13 Use and operational obligations**

3.13.1 The Licensee must use the Land for the exercise of the Rights.

3.13.2 The Licensee must not:

- open the Event outside the Permitted Hours;
- play any music of any description outside the Permitted Hours;
- make any greater charge to the public for entrance to or use of any entertainments, stalls, sideshows or roundabouts than may be approved from time to time by the Licensor;
- carry out on the Land any unlawful game or illegal betting.
- permit any drunkenness or disorderly conduct on the Land.
- encroach on any other part of the Park or other land of the Council or on any highway with any stalls, stands, equipment, vehicles or other things of any description.

### 3.13.3 The Licensee must:

- keep the Land properly and sufficiently lighted for the purpose of the Event;
- conduct the Event in an orderly, safe and proper manner;
- provide all necessary or usual stalls, stands, machines, wagons and other equipment;
- provide proper, adequate and hygienic sanitary conveniences on the Land for the Licensee's staff and the public to the entire satisfaction of the medical officer for health for the time being of the Licensor.
- provide a full list of named equipment coming on site, with no substitutions or additions being permitted;
- ensure that all marketing to include sponsored by the Council (if appropriate) and/or HCL;
- not undertake any unapproved fly posting;
- provide the Licensor with appropriate risk assessments, safe systems of work, ADIPS and all relevant health and safety documentation required to be checked prior to commencement of the event.
- consult with the Events Safety Advisory Group (ESAG) if required given the nature of the Event.
- comply with all the Parks rules as directed by the Parks Manager regarding the preservation and protection of trees – in particular to avoid vehicles driving too close to young saplings

and to maintain a 10m protection zone around mature horse chestnut trees which no vehicles, rides or equipment must enter. For all other trees the protection zone should be the same distance as the spread of the crown of the tree or half the height of the tree, whichever is the greater.

- confirm that any failure to comply with the licence on the Licensee's behalf will automatically debar the Licensee for any future activity.
- confirm that any Showman Guilds rights will be waived for this event.

#### **4. TERMINATION**

4.1 The Rights shall end (without prejudice to the Licensor's rights in respect of any breach of the Licensee's obligations contained in clause 3):

- immediately on notice served by the Licensor at any time following any breach by the Licensee of the obligations contained in clause 3; or
- at the end of the Licence Period - whichever shall be the earlier

#### **5. MISCELLANEOUS**

##### **5.1 Exclusion of warranty as to use**

5.1.1 Nothing in this Licence is to imply or warrant that the Land may lawfully be used, or is physically suitable for the exercise of the Rights.

##### **5.2 Exclusion of third party rights**

5.2.2 Nothing in this Licence is intended to confer any benefit on any person who is not a party to it.

##### **5.3 Exclusion of Licensor's liability**

5.3.1 The Licensor shall not be liable for the death of, or injury to, the Licensee or his employees and invitees or for damage to any property of theirs, or for any losses, or other liability, incurred by them, or in the exercise or purported exercise of the Rights except where such death or injury is due to the negligence of the Licensor.

##### **5.4 Notices**

5.4.1 All notices served by either party pursuant to the provisions of this Licence shall be in writing, and shall be sufficiently served if delivered by hand, or sent by recorded delivery to the address of the Licensor

specified in this Licence in the case of a notice to the Licensor and to the Licensee at the addresses shown above.

## **6. LIMITATION OF LIABILITY OF TRUSTEES (if applicable)**

- 6.1 With regards to Land and Parks held in Trust the liability of the Trustees in respect of the obligations in clause 3 and in respect of any breach of such obligations shall be joint only and not several.
- 6.2 The liability of the Trustees in respect of any such breach shall be limited in amount to the realisable value of the assets of the Sutton Village Events Committee for the time being vested in them, and nothing contained in this Licence shall entitle the Licensor to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any of the Trustees, or against any assets for the time being vested in the Trustees which are not assets of the Licensee.

## **7. FINANCIAL MATTERS**

- 7.1 The Licensee will pay the Licensor the sum of £250 per day in respect of a refundable Bond, prior to the commencement of the event for the event to be allowed to proceed, and/or will agree to pay X% of the gross takings arising from the event or the agreed fee.
- 7.3 Within 28 days of the expiry of this Licence the Licensee must provide to the Licensor, if requested, a set of certified financial accounts (open book) showing all costs, income and profits from the event.
- 7.3 The Licensee will provide the Licensor with a Bond of £250 per day, total £1000 to cover reinstatement works to be paid in advance of the commencement of the event from which any reinstatement costs will be deducted and the balance refunded to the Licensee.
- 7.4 If the cost of the reinstatement work is in excess of the amount of the bond then the Licensee will pay the Licensor the balance on demand.

## **8. CANCELLATION**

- 8.1 The Licensee may cancel the event by notifying the Licensor in writing, not later than 7 days before the commencement date of the event, if less than 7 days notice are given, the agreed fee remains payable in full by the Licensee.
- 8.2 Should the Licensor consider that the event is not safe to go ahead due to poor ground conditions the event may be cancelled and the agreed fee will be refundable to the Licensee.
- 8.3 Neither party shall be in breach of this Licence, nor liable for delay in performing or failure to perform any of it's obligations under this

Licence, if any such delay or failure result from events, circumstances or causes beyond it's reasonable control ('force majeure').

AS WITNESS the hands of the parties the day and year first hereinbefore written:

SIGNED by:..... for and on behalf of the Licensor.

SIGNED by:..... for and on behalf of the Licensee.

in the presence of ..... as witness:.....

Date:.....

Updated CE: 14.3.16