

Derby LIVE

LIVE performances, events and festivals

Derby City Centre Space Hire – Terms and Conditions of Use

Produced by Derby LIVE for and on behalf of Derby City Council.

CONDITIONS FOR USING DERBY CITY CENTRE PEDESTRIANISED EXHIBITION SPACES

Terms used in these condition:

<i>We/our/us</i>	means Derby City Council (DCC) or Derby LIVE
<i>You/Consent Holder/Applicant</i>	means the hirer, or person signing the Space Hire Application form and the organisation they represent.
<i>Designated Area or Hire Space</i>	means the site specified on the Space Hire Application form and shown on plans supplied.
<i>Event/Promotion</i>	means the activity on the dates for which the booking was made, during the times specified, for which permission is granted.

The Hire Conditions

1. You must provide **proof of Public Liability Insurance** for at least £5,000,000.
2. If requested by Derby LIVE, you must provide a copy of your risk assessment for all your activities a minimum of 28 days prior to your arrival date on site. This should be submitted with the event application and could be reviewed by DCC Corporate Health & Safety team. Should any amendments be required you will be notified so this can be resubmitted prior to your arrival on site. Failure to submit may result in your booking being cancelled without refund.
3. You will **indemnify** DCC and Derby LIVE against all actions, costs, claims and demands that may result from your use of the highway/exhibition area under the consent granted by us.
4. It is the responsibility of the hirer to ensure that they obtain all necessary planning and advertising consents (if applicable) and to conform with all health and safety and government legislation in relation to the space hire booking.
5. If you are looking to play live or recorded music, it is your responsibility to contact the **Performing Rights Society** (Tel. 020 7580 5544) and to pay the relevant fee.
6. If you are looking to run an event that has inflatable rides or other rides and activities of a similar nature, you are required to submit a full **risk assessment** and a copy of your **ADIPS Certificate** prior to your booking. This is in addition to a copy of your Public Liability Insurance.
7. Organisations are responsible for ascertaining whether they also require a **Street Trading Consent**, (required if your purpose is 'to sell or expose or offer for sale of any goods in a street') and to apply for this consent from

Derby LIVE at the time of reserving your space. If such consent is required, the associated Street Trading Terms and Conditions apply in addition to these Space Hire Terms and Conditions. You may only sell goods of any description during the event which are deemed to be complementary to your event.

8. If you intend to have a **street collection** you may only do this by applying for a permit beforehand from the DCC licensing officer (Tel. 01332 641930). Street collections are only allowed for charity organisations. **A copy of the Street Collection Consent Form must be returned with your Space Hire Application Form to Derby LIVE.**
9. Copies of your booking confirmation and street trading consent and/or street collection consent forms must be available for inspection by any officer of DCC, Derby LIVE or the police on the dates in question.
10. The event must be attended at all times by the designated point of contact person on the Space Hire Application Form.
11. Events or displays will only be permitted in the designated area indicated on the Space Hire Application. All activities must be contained within the site agreed as noted in the confirmation letter from Derby LIVE.
12. Activities should be positioned so as to cause minimum disruption of pedestrian movement and no obstruction to shop frontages. Your activities shall not cause any nuisance or annoyance to other users of the pedestrianised area/precinct, occupiers of adjacent land/buildings or to DCC.
13. You will be responsible for the satisfactory behaviour of your employees or other people involved in the event who shall comply with these conditions.
14. Any display must be safe, tidy and attractive, to the satisfaction of DCC/Derby LIVE. All graphics must be well designed and produced. No hand-written signs or posters are permitted. Non-display items such as stock, boxes and personal goods must not be visible.
15. Litter, generated as a result of your activity, including samples/products promoted, must be minimised and removed promptly by the consent holder. If DCC incurs additional cleansing costs as a result of a promotion/event, then an appropriate charge will be made to the consent holder.
16. Hirers must ensure that all reasonable measures are taken to make their facilities accessible to all members of the community.

17. Electricity connections

- All cables on site must be adequately covered or flown well above head height.
- Details of any generator to be used must be submitted for approval on the Space Hire Application Form.
- Electricity connections at St Peter's Street must be booked in advance and will be invoiced along with the space hire charge. There will be no refund of electricity charges if this is cancelled after the invoice is raised. Connection for St Peter's Street is by a key. This is issued to a named individual who will be required to pay a £10 refundable deposit (returnable on safe return of the key). It is not acceptable for keys to be deposited through the letterbox.

- **If electricity is required at the Market Place, then the client is responsible for liaising with Derby LIVE A MINIMUM OF 14 DAYS PRIOR TO THE EVENT TAKING PLACE.**

If electricity is required there will be a charge of £50.00 to cover weekday connection /disconnection 13AMP supply only or £160.00 for connection/disconnection in locations A-F (as per map) and £200.00 for connection/disconnection at all locations at the weekend.

- Portable Appliance Testing (PAT) - To meet the requirements of both the existing legislation and the new 'Electricity at Work Regulations', it is necessary for all operators who use electrical appliances on site to have their equipment

PAT tested . All items which are going to be used should have a sticker showing the safety test date, as well as a reference number. All operators will have a copy of the test certificate on site, which will list all the equipment to be used and show the same reference numbers. DCC/Derby LIVE reserve the right to check all equipment. Any electrical appliances without a PAT Certificate CANNOT be used. Spot checks will be carried out by the DCC Health and Safety Dept.

18. Necessary fire fighting equipment must be provided and be readily available.
19. The use of loud hailers will not be permitted, unless specifically agreed with Derby LIVE in advance.
20. The use of amplification equipment is permitted within the hire spaces (unless specifically noted otherwise) provided details of all equipment in use are detailed on the Space Hire Application and approved by Derby LIVE. This agreement does not preclude the organisers being asked by Derby LIVE/DCC or the Police to reduce any volume of music or noise. The applicant should consult with the DCC Noise Pollution Section (Tel. 01332 641958) about the control of noise generated during the hire period.
21. You 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. Attempts will be made to find an alternative site where possible, but this cannot be guaranteed. A refund of any payments will not be made in any of these circumstances. **If you are asked to move location by DCC, Derby LIVE, the Police or Fire Service, you must immediately comply.**
22. We will repair any damage to paving, street furniture or any other highway maintainable structures caused as a result of your event and you must meet the cost of this. This includes removal of oil stains/tyre marks or any other stains left on the surface area.
23. A fee will be charged for all site hires/promotions/events. This fee is as detailed on the current pricing schedule for all city centre hire spaces. The fee may be waived or amended at the discretion of Derby LIVE. The appropriate fee will be notified at the time of application and stated on your confirmation letter. An invoice will be sent to you by DCC and should be paid in advance.
24. Should an event be cancelled by you after confirmation has been issued, an administrative charge of 20% of the fee will become payable. If an event is cancelled within 7 days of its event date, the full charges will apply.
25. We reserve the right to refuse any promotion/event permission to book the city centre spaces, and the right to terminate any consent if the holder does not conform to the original agreement and conditions, to the satisfaction of DCC or Derby LIVE. We will not be liable for any costs you incur as a result of our withdrawing or cancelling permission.
26. Derby LIVE reserves the right, in exceptional circumstances, to change stand sites should maintenance work, refurbishment in the city or programming priorities necessitate relocation.
27. It is the exhibitor's responsibility to ensure that they have a copy of the most up-to-date Space Hire Terms and Conditions.
28. **Vehicle regulations for stands in all areas**
 - Any vehicles or equipment that make up part of your event may be left on site overnight **provided** you get approval from us beforehand. An additional charge may be incurred and you must take all necessary precautions to secure them. Vehicles and equipment are left at your risk and DCC/Derby LIVE will not be held responsible for any loss or damage.
 - You must make sure you remove all vehicles, equipment and materials from the designated hire space or area and must leave the area in a clean, tidy condition by the prescribed date/time.

- All trailer A-Frames must be screened by boards to ensure they are not a hazard to pedestrians. Boards must be appropriately coloured and safely secured.
- Spaces that are available for use by vehicles will be determined by Derby LIVE and shall be strictly adhered to.
- We do not permit displays using moving vehicles.
- Only those vehicles which are an integral part of the event will be permitted to park on the designated hire space during the event. All other vehicles (to include towing/staff vehicles) will be required to find suitable parking outside the event space area prior to the start time of event.

All Vehicles:

- to be maximum gross weight of 10 tonnes.
- must stick to 5mph speed limit plus supervision when reversing.
- must comply with all other traffic regulations in force at that time.
- when parked, must have separate drip trays or plastic sheeting underneath to prevent oil or fuel staining – built-in drip trays alone are not acceptable.
- with point pressure from pneumatic jacks such as on fire engines, JCBs and crane outriggers must be spread using wooden sleepers or similar.
- must be kept locked and secured unless forming an integral part of the display and must be supervised at all times.
- Alternative parking for vehicles over 7ft. is located at the Cattle Market, West Meadows estate, off the Pentagon Island at the A52.

Vehicle Movement

- Vehicle movement to and from the City Centre Spaces must only take place within the hours permitted by the relevant Traffic Regulation Orders. These hours are normally 5pm in the evening until 10 am the following morning within the pedestrianised streets (Monday-Sunday). (Note: different hours apply during Christmas late night shopping). Exceptions to this apply when specific police consent has been given or the organiser has been instructed to move by DCC/Derby LIVE.
- Vehicle users must comply with Derbyshire Constabulary advice which states 'Whenever a vehicle is driven upon foot-way areas it should be guided by another person so as to inhibit excessive speed and prevent conflict with any pedestrians in the vicinity'. This advice is given without prejudice and would not absolve any person from criminal or civil liability.
- East St. (between St. Peter's St. & Exchange St.) – vehicular access to this section of East St. is prohibited at all times. Loading and unloading for this site can only take place from its junction with either St. Peter's St. or Exchange St. in conjunction with the relevant traffic order restriction times (between 5pm in the evening until 10 am the following morning within the pedestrianised streets, Monday-Sunday). (Note: different hours apply during Christmas late night shopping).
- Vehicular access in and out of the Market Place is only by way of the Council House roundabout, Corporation Street, or Tennant Street, indicated on the plan supplied.
- Pedestrian areas are protected by locked bollards. You must make appropriate arrangements with the Derby LIVE office before arrival to ensure you have access through these locked bollards. Our normal office hours are 0900 to 1630 Monday to Friday (not available on Saturdays and Sundays). You must erect the bollards immediately after any vehicles enter or leave the Exhibition Area.

29. Gas appliances

- Anyone carrying out work on gas appliances or fittings must be competent

and a Gas Safe Registered engineer with the required qualification for LPG catering equipment on mobile units. Gas engineer registration can be checked at www.gassaferegister.co.uk

30. Fly Posting

- Fly posting is strictly prohibited in Derby. Marketing materials should not be attached to street furniture, in windows of unoccupied premises or on any unauthorised sites. Fly posting is a CRIMINAL offence punishable by up to a fine of up to £2,500 on conviction. Any hirer/event organiser engaging in illegal fly-posting will not have subsequent space/event hire applications accepted.

31. Animal Welfare

- If you intend to undertake an activity that involves the use of animals, you must do so in a responsible way and ensure that any animal welfare assessments are carried out, applied and reviewed regularly. You must adhere to the requirements of Derby City Council's **Animal Welfare Charter** (copies available on request). You must provide copies of your Animal Welfare Policy and your Animal Welfare Risk Assessments.