# **NSC Activity Application Form**

**APPLICATION PROCESS**

* Please complete this application form and submit along with the relevant documents. You must submit a **Risk Assessment**, a copy of your **Public Liability Insurance** (a minimum of £5 million) and proof of your instructor **qualification(s)** if appropriate.
* The site **fee** for the use of council land for an activity is currently on a sliding scale which reflects the regularity and type of Activity planned. An invoice will be issued for all site fees and these must be paid in full **before** the sessions starts.
* Once your application has been approved you will receive a **Licence to Occupy** from North Somerset Council – this must be kept by the organiser at the sessions.

If you are carrying out an ‘adventure’ or trek/walking activity in our rural areas, it may be of benefit to use the [What3words](https://what3words.com/products/what3words-app/) app. This makes it easier for emergency services to find your location in case of an emergency incident.

If you require help completing this form, please contact the Activities Team

seafront.office@n-somerset.gov.uk

01934 626982

Please note we have limited spaces on our sites for commercial activities, such as bootcamps, not all applications will be successful.

**Please tick the relevant application box**:

Bandstand Activity

Forest School Litter Pick

Bootcamp Other

Please tick relevant box that describes you:

Individual Group

Business or Company Charity

 Other Voluntary Org

**ACTIVITY SESSION ORGANISER DETAILS**

|  |  |
| --- | --- |
| **Name of organisation** |  |
| **Name of activity session organiser**(with overall responsibility for the sessions) |  |
| **Qualification held** (if applicable) |  |
| **Contact address**(including postcode) |  |
| **Billing address** (if different from above) |  |
| **Telephone number** |  |
| **Mobile number** |  |
| **Email address** |  |
| **Website address** |  |

**SESSION DETAILS**

|  |  |
| --- | --- |
| **Site where sessions will be held** |  |
| **Activity overview** (please include as much information as possible) |  |
| **Estimated number of attendees**  |  |
| **Days and times of sessions** (please include as much information as possible) |  |
| **Will people be charged to attend?** |  |
| **Equipment and infrastructure to be used**(please ensure all equipment is listed in your risk assessment) |  |

**FIRST AID PROVISION**

|  |  |
| --- | --- |
| **Name of first aider, qualifications and** **contact details** |  |

**Please ensure that you submit copies of any accident/incident forms to North Somerset Council’s Activities Team.**

**AGREEMENT**

The following documentation must be included with this application.

|  |
| --- |
| **I have included the following** |
| **Document** | **Please tick** | **Reason if not included** |
| Risk assessment |  |  |
| Public Liability Insurance certificate (£5 million minimum) |  |  |
| Fitness qualification certificate (if applicable) |  |  |

**I hereby agree to comply with the Terms and Conditions for holding an activity on North Somerset Council Land and all reasonable instructions given by all officers of North Somerset Council and representatives of other statutory services.**

**I confirm I will not drive vehicles on the grassed areas of the site without the prior consent of North Somerset Council.**

|  |  |
| --- | --- |
| **Signed** |  |
| **Print name** |  |
| **On behalf of (organisation)** |  |
| **Date** |  |

Please send the completed form along with all documentation to

seafront.office@n-somerset.gov.uk

**Terms and conditions of hire**

1. **Definitions**
	1. “Conditions” means these terms and conditions which shall form part of the contract between the Council and the Activity organiser.
	2. “Council” means North Somerset Council.
	3. “Due Date” means four weeks following written permission being issued by the Council to the Event Organiser authorising the use of the Venue for the Event. The Council may, in exceptional circumstances and at their sole discretion, lengthen the Due Date. Payment should be received before the LTO can be issued. Invoices should be paid within 4 weeks prior to the Activity. Activity can not start until the LTO is received by the organiser.
	4. “Activity ” means the purpose for which the site has been booked.
	5. “Activity Organiser” means the company or the representative of the organisation booking the Activity who pays any fees due under clause 2 below and their agent(s) involved with the Activity . This booking is personal to the Activity Organiser and may not be transferred to a third party in any way.
	6. “Site Fee” means the charges payable to the Council by the Activity Organiser as set out in the Activity Application Form including, where the context so permits, any refundable deposit.
	7. “Permission” means granting the Activity Organiser permission to hold the Activity as stated in the Activity Application Form at the Venue specified in the application.
	8. “Site ” means the site identified in the Activity Application Form within which the Council has authorised the holding of the Activity .
2. **Payment**
	1. Payment of the Site Fee shall be made in full on receipt of invoice prior to the Due Date. If payment is not received on receipt of invoice, the Council shall have the right to revoke the permission for the Activity.
	2. In addition to the Site Fee the Activity Organiser shall be liable for the full amount of any charges the Council may reasonably levy, e.g. electricity.
3. **Cancellation**
	1. The Council reserves the right to revoke the Permission at any time if. The Council’s decision in respect of this is final and the Council shall not repay any site Fee paid on cancellation of Permission and shall be under no liability for any expenses incurred or losses whatsoever or howsoever sustained by the Activity Organiser because of the cancellation.
	2. Cancellation by the Activity Organiser of the activity for which permission has been granted shall be in writing and the effective date shall be the receipt of such information by the Council.
4. **Force Majeure**
	1. Any refund of the site Fee in such circumstances shall be at the Council’s discretion.
5. **Use of a Venue**
	1. Access and Egress:
		1. The Activity Organiser shall ensure that every point of access and egress from the public highway to and from the Site shall be staffed by responsible personnel continuously while the Activity is taking place.

The Activity Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Site.

* 1. Broadcasting and Television:
		1. The Activity Organiser shall not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any such kind of the Activity. If consent is given, the Council reserves the right to be party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived therefrom.
	2. Closing Time:
		1. The Activity shall finish by 1800 hrs unless alternative arrangements have been agreed between the Activity Organiser and the Council and have been confirmed in writing by the Council.
	3. Damage to the Site, Equipment or Other Property:
		1. The Activity Organiser shall always take good care of the Site and shall be responsible for any damage to the Site.
		2. The property of the Activity Organiser and the Activity Organiser’s agents shall be removed at the end of the period of the Permission or by a time and date to be agreed with the Council. In the event the property is not removed at the agreed time and date, the Council reserve the right to remove any property of the Activity Organiser or the Activity Organiser’s agents and recover the full cost of the removal from the Activity Organiser.
		3. The Council accepts no responsibility for any property left on the Site before, during or after the period of Permission.
	4. Flying:
		1. The Activity organiser shall not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and any other relevant body.
		2. The Council does not give permission for use of Drone for hobbies.
	5. Fixing to Street/Park Furniture:
		1. The Activity Organiser shall not interfere with or attach anything to any item of street, open space or parks furniture without written consent from the Council.
	6. Generators:

The Activity Organiser shall not obtain, use or permit the use of generators at the Activity without the prior written approval of the Council. If such approval shall be granted the Activity Organiser must ensure that any generators permitted are operated in a safe manner, where possible not petrol driven, are segregated from the public and are protected by suitable covers or barriers.

* 1. Litter and Waste Disposal:
		1. The Activity Organiser shall keep the Site clean and tidy . The Event Organiser shall further ensure that the Council's obligations under the Environmental Protection Act 1990 Code of Practice on Litter and Refuse is discharged. Trade waste documentation should be retained for 2 years.
		2. The Activity Organiser shall ensure that any unwanted liquids are removed from the Site and not disposed of into the sewage system or at the Site .
		3. The Activity must not use park bins and the Activity Organiser must arrange appropriate waste management for activity generated waste.
	2. Failure to Comply:
		1. If the Activity Organiser fails to perform any of their obligations set out within these terms and conditions the Council shall have the right to carry out any activity itself to right such failure and any costs incurred by the Council in the performance of such activities shall be borne in full by the Activity Organiser. The Council’s assessment of the costs incurred in the performance of such activities shall be final.
	3. Managing the Event:
		1. The Activity Organiser shall be responsible for the administration, organisation, and operation of the Activity and for having competent personnel to fulfil this Condition.
		2. All staff employed by, contracted with or used by the Activity shall be responsible for the supervision and control of all participants and members of the public attending and seeking to access the Activity .

The Activity Organiser shall be responsible for meeting all necessary Health and Safety legislation, procedures, guidelines and conditions.

* 1. Noise, Nuisance and Public Address:
		1. The Activity Organiser shall take steps to ensure that noise nuisance will not be caused to occupiers of neighbouring properties or users of the immediate surrounding area.
		2. The use of any public address system at the Activity shall be first agreed in writing by the Council.
		3. Where appropriate the Activity Organiser will be asked to provide details of how sound levels will be managed during the event.
	2. Public Entertainment:
		1. No entertainment shall take place at any Activity without the relevant Licence having first been obtained from the Council’s Licensing Officer.
	3. Restricted Use:
		1. The Activity Organiser shall not use the Site for any purpose other than what is stated in the Council’s Activity Application Form and for which a permission has been granted.
		2. The Activity Organiser shall not sub-let the Site.
		3. The Activity Organiser will not use or allow the Site to be used for any unlawful purpose or in any unlawful way nor do anything to bring into or onto the site anything that may endanger the same or any insurance policies in respect thereof.
		4. The Activity Organiser must ensure that all users of the Site have unrestricted access to any permanent public toilet facilities located within the Venue.
		5. The Activity Organiser shall not bring in, place, or erect any sign, furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Site without the prior written consent of the Council.
		6. The Activity Organiser shall not use the Site to promote extreme views or any other activity which may bring the Council’s reputation into disrepute.
	4. Vehicle Movement:
		1. The Activity Organiser shall ensure that vehicles are not parked or driven across any public footpath located within the Site without written consent from the Council.
		2. No vehicles can be taken on site without prior consent. All on-site vehicle movement shall operate at 5 mph or slower with operational hazard warning lights turned on.
	5. Venue Layout:
		1. The Event Organiser can not interfere with other users at the venue.
		2. The Event Organiser should provide a detailed site plan.

Balloon Releases In an attempt to protect the environment and wildlife are prohibited from North Somerset Council land, including schools where they agree.

* 1. The Council reserves the right to revoke Permission at any time and without warning should any sponsor, advertiser, supporter or other third party bring the reputation of the Council into disrepute being associated with the Activity . The Council’s judgement under this clause shall be final and in this instance, the repayment Conditions contained within clause 4.1 of these Conditions shall apply.
	2. No advertising material is to be displayed anywhere on the Site or elsewhere within the North Somerset unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 and the Council, and prior permission has been sought from the Council.

Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto shall cause the cancellation of any Permission or Licence and of any similar permissions granted to the Event Organiser by the Council. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Activity Organiser shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.

1. **Control of Dangerous / Offensive Material Events?**

The Activity Organiser shall not bring into the Site any article of an inflammable or explosive character or that produces an offensive smell, or any oil, electrical, gas or other apparatus without the written approval of the Council.

1. **Health and Safety**
	1. Activity Organisers have a legal responsibility to ensure the Health, Safety and Welfare of any members of the public, and visitors attending the activity as well as participants, employees, volunteer helpers, contractors and / or other third parties involved in staging and managing the Activity.
	2. The Activity Organiser shall undertake a Risk Assessment and produce relevant Method Statements for the whole Activity and provide the Council with copies of all relevant Risk Assessments and Method Statements. Failure of the Activity Organiser to provide Risk Assessments and Method Statements as required to the Council under these terms and conditions shall lead to cancellation of any permission granted. In this instance, the repayment Conditions contained within clause **3**. of these terms and conditions shall apply.
	3. All hazards and risks associated with the Activity shall be identified, the level of risk assessed. and appropriate action taken to eliminate or reduce risks to an acceptable level. All Activities shall comply with all associated Health and Safety legislation, guidelines and standards and it is the Activities Organiser’s responsibility to ensure that this condition is met.
2. **Prevention of Public Nuisance Events**
	1. The Activity Organiser shall not do, or permit to be done, anything, which, in the Council's opinion, causes, or may cause, a nuisance, including nuisance by noise to owners and occupiers of property and shall in all respects conduct the Hire in a proper and orderly fashion and to the Council's satisfaction. Any music played within the public open space must not be at such a level as to cause a nuisance to other users or properties neighbouring the public open space.
3. **Indemnities and Insurance**
	1. The Council shall not be responsible and shall not accept liability for any loss, damage, injury or death howsoever, and by whomsoever, caused, whether to property or person(s) sustained by any person in the Site during the set-up, during the event or during the breakdown of the activity.
	2. The Activity Organiser shall indemnify the Council against all claims, actions, demands, proceedings, costs or awards in respect of any loss, damage, injury or death to person(s) or property arising from any incident: (a) which occurs in the Site during the set up, the activity itself or during the breakdown of the Activity or (b) caused by any person(s) engaged by or assisting the Activity Organiser or attending the Activity .
	3. The Council may require, at its sole discretion, a higher level of insurance cover if in its reasonable opinion such cover is appropriate to the Activity.
4. **Permits and Licences**
	1. The Activity Organiser shall ensure that any licence, permit or other consent that may be required for whatever purpose is obtained from the relevant authority before the Activity t and shall produce upon request to the Council copies of each such licence, permit or consent.
	2. The Activity organiser shall exhibit during the Activity all licences permits and consents required to be so exhibited.
5. **Prohibition**
	1. The Activity Organiser shall not stage or engage in any activities other than what is declared in the Council’s Activity Application Form without the prior written consent from the Council.
6. **Fire Precautions:**
7. The Activity Organiser shall ensure that all fire safety legislation is adhered to and that all necessary fire precaution measures are in place.
8. A number of sites are subject to Public Open Space Protection Orders which prohibit fires and BBQs without prior consent from the Council.

**13. Wildlife**

1. No Activity shall cause any offense under the Wildlife and Countryside Act 1981.
2. Other wildlife designations may apply to site which the Activity Organiser must abide by.