

NOW THIS LICENCE WITNESSETH AS FOLLOWS:

1.0 FURTHER TERMS AND CONDITIONS – SCHEDULE:

The Licensee will adhere to the Terms and Conditions set out in the Schedule, which forms part of this Licence, and which carries the same defined terms.

2.0 MATERIALS:

2.1 The Council will provide the materials, goods and services (or suitable equivalent as determined by the Council) set out in the Schedule, which forms part of this Licence.

4.0 COOPERATION WITH AUTHORITIES:

4.1 The Licensee will promote and produce the Event in strict conformity with the requirements of the Council 's Safety Officer, the Chief Fire Officer of the Avon Fire and Rescue Service, the Chief Constable of Avon and Somerset Police, the Chief Executive of the Great Western Ambulance Service NHS Trust, the Council 's Strategic Director, City Development and the Council 's Strategic Director, Neighbourhoods or their nominated representative who for the purposes of this Licence shall act with the full authority of the Council as are notified to the Licensee prior to or at any time during the Event.

4.2 The Licensee will organise the Event:

4.2.1 In conformity with the requirements of the authorities described at 4.1 above.

4.2.2 In line with the requirements of this Licence, together with the Schedule hereto attached.

4.2.3 In the manner described in the Application for a Licence.

4.2.4 "Using methods of best practice as recommended in 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' and 'The National Outdoor Events Association Code of Practice' and as may be from time to time notified to the Licensee by the Council.

4.2.5 In a manner, which promotes customer enjoyment and the reputation of Bristol as an events venue

4.3 The Licensee shall meet representatives of the Council and representatives of the bodies or individuals listed at 4.1 regularly, or as are from time to time required to discuss any issues in relation to the Event.

4.4 The Licensee shall use best endeavours to promote, organise and deliver the Event in accordance with British Standard 8901 on Sustainable Event Management.

5.0 COMPLIANCE WITH OTHER LICENCES/PERMISSIONS:

5.1 The Licensee will be responsible for securing all necessary approvals and licences of the relevant licensing authorities and will adhere to the conditions applying thereto.

5.2 The Licensee shall comply with all statutory and other legislative provisions, including the requirements of any relevant Planning Permission attaching to the Site together with any other legislative provisions or requirements as are referred to in the Schedule.

6.0 BILLS AND PAYMENTS:

6.1 The Licensee will pay to the Council the sums by the dates stipulated herein as a Licence fee for the use of the Site in accordance with the amounts and times in the specific terms table.

7.0 DEPOSIT FOR MATERIALS:

7.1 The Licensee will pay to the Council a deposit for materials, goods and services ("Materials Deposit") in the sums described in the specific terms table, by the dates stipulated herein which shall represent the estimated costs (if any) due to the Council for the materials, goods and services set out in the Schedule.

7.2 The Licensee will pay to the Council within 28 days of the receipt of an invoice to such effect any additional amount due to the Council, which represents the difference between the estimated costs and the actual costs incurred by the Council in respect of the materials, goods and services set out in the Schedule

7.3 The Council shall return the Materials Deposit to the Licensee within 48 days of the date of the last Event if all materials goods and services provided by the Council are returned to the Council after the last Event in the same state of repair and condition as they were in at the time they were provided to the Licensee and in the event that any materials goods or services are returned in any state of repair and condition less than what existed at the time they were provided to the Licensee or in the event that any materials goods or services are not returned to the Council a deduction the amount of which will be at the Council 's absolute discretion will be made from the Materials Deposit to compensate the Council for any loss or reduction in value

8.0 DEPOSIT FOR DUE PERFORMANCE:

8.1 The Licensee will pay to the Council a deposit for due performance ("Due Performance Deposit") in the sums described in the specific terms table which shall represent a sum calculated to recompense the Council for the costs consequences of a breach by the Licensee of any or all of the terms provisions conditions and stipulations of this Licence such breaches and the sums in recompense to be notified to the Licensee by way of a Default Notice described at Clause 13 below.

8.2 The Council shall return the Due Performance Deposit to the Licensee within 48 days of the date of the last Event in the event that no breaches have occurred.

9.0 INSURANCE AND INDEMNIFICATION:

9.1 The Licensee shall indemnify and keep indemnified the Council from and against all loss damage actions proceedings suits claims demands costs and damages and expenses in respect of any injury to or the death of any person damage to any property moveable or immoveable or otherwise by reason of or arising in any way directly or indirectly out of the grant of the Licence.

9.2 The Council shall give notice to the Licensee of the occurrence of any event in respect of which it is anticipated a claim under the said indemnity may arise as soon as practicable after the event comes to the Licensee by way of a Default Notice described at Clause 13 below.

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9.2 The Council shall give notice to the Licensee of the occurrence of any event in respect of which it is anticipated a claim under the said indemnity may arise as soon as practicable after the event comes to the knowledge of the Council or its servants or agents and shall forward to the Licensee forthwith after receipt thereof every written notice or information as to any verbal notice of such an event and shall cause to be supplied to the Licensee from time to time such further information and such evidence of the circumstances connected with any such event as the Licensee may reasonably require.

9.3 On receiving from the Council notice of any such claim under the said indemnity the Licensee may take upon itself the settlement of the same and in that case the Council shall give the Licensee all necessary information and assistance for the purpose. The Council shall not, except at their own cost, undertake, agree or consent to incur any expense or litigation or make any payment, statement or admission of liability in respect of any such event without the written consent of the Licensee but in any proceedings to enforce any claim against the Council in respect of any event for which the Licensee may be liable the Licensee shall have the absolute conduct and control of the defence thereof in the name and on behalf of the Council but at the expense of the Licensee and the Council shall render the Licensee every assistance in their power to enable the Council to resist any claim wholly or in part or to defend any proceedings.

9.4.1 Without prejudice to its liability to indemnify the Council herein, the Licensee shall maintain with an office to be approved by the Council such insurances as are necessary to cover the liability of the Licensee under this Clause 9 in the sum of not less than five million pounds in respect of any one incident and unlimited in any one year.

9.5 The Licensee shall produce for inspection the relevant policy or policies of insurance together with the receipts in respect of premiums paid under such policy or policies as and when required to do so by the Council in writing and the Council shall where necessary make reasonable endeavours to ensure that the Council 's interest shall be noted thereon.

9.6 Without prejudice to its liability to indemnify the Council under this Clause 9, the Licensee shall, unless this requirement is expressly waived by the Council, take out and maintain and shall cause any sub licensee to take out and maintain insurance in respect of claims for personal injury to, or death of any person under a contract of service or apprenticeship with the Licensee or a sub licensee as the

case may be, and arising out of and in the course of such person's employment, shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 and any statutory orders made thereunder or any amendment or re-enactment thereof and the insurance cover shall not be less than £10,000,000 for any one occurrence or series of occurrences arising out of one event.

9.7 The Licensee shall indemnify the Council, its servants and agents from all actions, expenses, claims, damages, penalties or costs arising from any breach of by the Licensee of, or default or negligence of the Licensee in the performance of, any provisions, regulations, conditions or instructions referred to in this Licence. If the Licensee, his servants or agents, fail refuse or omit to comply with such provisions, regulations, conditions or instructions the Licensee his servants or agents shall be excluded from the Site until such requirements have been complied with but this shall be without prejudice to the Council's rights under this Licence.

9.8 In the event of the Council's insurers requiring the Council to pay an additional premium in connection with the Event, the Licensee shall pay to the Council a sum equal to the amount of the additional premium.

10.0 RIGHT OF ENTRY:

10.1 The Council for itself and its officers, servants and duly authorised agents reserves the right of entry to any part of the Site at all times for inspection or any other purpose.

11.0 EVENT SAFETY AND TRAFFIC MANAGEMENT:

11.1 The Licensee shall follow current guidance to achieve best practice including, but not limited to:

- (i) The Event Safety Guide HSG195: HSE Books
- (ii) Managing Crowds Safely C80: HSE Books
- (iii) Event Stewarding and Crowd Safety Services: BS1
- (iv) Guide to Industry Best Practice for Organising Outdoor

Events: BS1 11.2 If the number of people attending the Event exceeds 500 persons, the Licensee shall provide first aid facilities commensurate with the levels recommended in 'The Event Safety Guide: A Guide to Health, Safety and Welfare at Music and Similar Events' or 'The National Outdoor Events Association Code of Practice' as appropriate having first consulted with the Great Western Ambulance NHS Trust Chief Ambulance Officer.

11.3 The Licensee shall take suitable steps to ensure the Site does not become overcrowded

11.4 The Council's Strategic Director, City Development will be notified of all proposed Events where the number of people attending exceeds 500 persons and asked to indicate if a Traffic Management Plan is required. Whenever a Traffic Management Plan is required the Licensee will ensure that the Traffic Management Plan is implemented to the satisfaction of the Council's Strategic Director, City Development.

12.0 SITE SECURITY AND SAFETY:

12.1 The Licensee shall be responsible for the security of the Site for the Licence Period and shall be responsible for the safety of the public and event staff throughout such period and shall employ such numbers of staff as may be reasonably required or as reasonably notified to the Licensee by the Council.

12.2 Staff employed by the Licensee for the purposes of security and safety shall be clearly identifiable and visible and shall carry the appropriate Security Industry ("SIA") approval and or licence and upon request the Licensee shall supply to the Council full details including the names, addresses and Date of Birth and SIA licence particulars of such staff.

13.0 DEFAULTS, SUSPENSION, DEFAULT NOTICE AND DEPOSIT FOR DUE PERFORMANCE:

13.1 Without prejudice to Clause 13.2 below, where the Licensee fails to observe the requirements of any of the Terms and Conditions herein or any of the requirements of the Schedule, the Council shall be entitled to issue a Default Notice for any breach of the contract which will:

13.1.1 Specify the breach

13.1.2 Specify anything the Council requires the Licensee to do or not to do

13.1.3 If the breach is capable of remedy specify the period within which the Licensee shall remedy the breach

The Default Notice may also contain any other material the Council considers relevant including where appropriate the amount of the Performance Deposit which the Council in its absolute and final discretion has determined the Licensee has forfeited as a result of the failure to observe the requirements of any of the Terms and Conditions.

13.2 The Default Notice shall be given in writing and delivered to the Licensee at the address stated in herein.

13.3 Where the Council in its absolute and sole discretion determines that the Licensee has persistently or seriously failed to meet the requirements of the Terms and Conditions herein contained or any of the requirements of the Schedule, the Council shall be entitled to require that the Event be suspended for such a period as it in its absolute and sole discretion considers necessary to ensure that such failures may be rectified and shall notify the Licensee by way of a Default Notice

14.0 TERMINATION:

14.1 Failure to pay any instalment by its due date as stipulated in this Licence or failure to comply in any respect with the Terms and Conditions contained herein shall render the Licence null and void and the Licensee shall not be entitled to any refund of fees already paid and the Council shall in no way be liable for any consequential loss suffered by the Licensee as a result of such termination.

14.2 The Council shall be entitled to terminate this Licence upon giving reasonable oral or written notice at any time before or during the Licence Period if the Licensee fails to observe the requirements of any of the Terms and Conditions herein.

15.0 ALTERNATE SITE USE:

15.1 In the event of the Council themselves deciding at their absolute discretion to use the Site on the date on which it has been let to the Licensee, in connection with an occasion of national rejoicing or mourning or for a purpose which, in the opinion of the Council, is of civic or national importance, the Council may cancel the Licence by giving to the Licensee notice of cancellation not less than 2 weeks prior to the Event.

15.2 If the Licence is terminated by virtue of the provisions of this Clause 15, the following conditions shall apply:

15.2.1 If during the Licence Period the Site is not used for an alternative event, either by the Council or otherwise, the total charges payable by the Licensee under this Licence shall be paid to the Council, unless the Council otherwise determines

15.2.2 If during the said period the Site is used (other than by the Licensee) for the purpose of an event either by the Council or otherwise, the total charges payable by the Licensee under this Licence shall be reduced to such an amount as the Council may determine. mourning or for a purpose which, in the opinion of the Council, is of civic or national importance, the Council may cancel the Licence by giving to the Licensee notice of cancellation not less than 2 weeks prior to the Event.

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16.0 EMERGENCIES AND FORCE MAJEURE:

16.1 The Council shall not be responsible for any loss or damage suffered in the event of the Site not being available, by reason of accident, adverse weather, war or civil commotion, force majeure strike, lock out or other like cause.

17.0 SITE CLEARANCE:

17.1 The Licensee is responsible for clearing up all litter/rubbish caused by the Event and removing it from the Site to a reasonable standard or to a standard deemed reasonable by the Council in its absolute and sole discretion.

17.2 If any damage is caused to the Site by the Event or litter is left the Licensee agrees to cover the costs of any repair/reinstatement work or litter collection deemed necessary by the Council

18.0 EVENT SPECIFIC PROVISIONS:

18.1 The Licensee shall ensure that there are sufficient toilet facilities (including disabled toilet facilities) on the Site as well as first aid provision, such being determined in line with relevant guidance and advice provided to the Licensee.

18.2 Where the Council notifies to the Licensee particular works which require completion prior to the Event taking place (such works being listed in the Specific terms table) the Licensee shall ensure that such works are fully completed prior to the Event taking place.

18.3 The Licensee shall ensure complete compliance with the terms and conditions of The Safety Advisory Group. For the avoidance of doubt, this shall include all requirements stipulated through means of meetings, emails phone calls or other correspondence. The Licensee shall rigidly adhere to the conditions of the Site Licence and the Schedule contained herein.

Health and Safety:

18.4 The Licensee shall, if temporary structures are to be erected, consult with Avon Fire and Rescue Service in respect of their 'Guide to Fire Safety Provisions for Outdoor Events Technical Specification', and consult and adhere to the 'National Outdoor Events Association Code of Practice for Outdoor Events' and The Institution of Structural Engineers guidance 'Temporary and demountable structures'.

18.5 The Licensee shall ensure that adequate risk assessments are produced and implemented considering the layout of the event attractions, safety distances, age restrictions and exclusion zones.

18.6 The Licensee shall ensure that completed Food Safety questionnaires are returned to the Public Health and Safety team in advance of the event for all caterers.

18.7 The Licensee shall identify the Chain of Command for the event and identify the named person responsible for Health and Safety and Security for the duration of the occupancy of the Site.

18.8 Any temporary electrical installation on the Site shall be provided by a competent person. That Company/ organisation covenants with the Council that all such equipment used will comply with the Electricity at Work Regulations and Health and safety Executive Guidance Note GS50 (Electrical Safety at Places of Entertainment) and the Health and Safety Executive leaflet Electrical Safety for Entertainers and any legislation amending or replacing the same and in particular:

- a) All hand-held equipment shall be protected by 30mA Residual Current Devices.
- b) All generators shall be earthed in accordance with manufacturer's instructions and guarded so as to prevent access by children.

All cables shall be inspected by a competent person and an Electrical Certificate provided in the form prescribed by the Institute of Electrical Engineers Wiring Regulations prior to the commencement of the Event.

Traffic Management:

18.9 The Licensee shall ensure all car parking duties are staffed by designated car parking stewards.

18.10 The Licensee shall ensure lighting if access or egress is likely to start or finish in hours of darkness.

Security and Staffing:

18.11 The Licensee shall ensure compliance with the conditions set by Avon and Somerset Police prescribed by the Institute of Electrical Engineers Wiring Regulations prior to the commencement of the Event.

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Operational Planning:

18.11.1 The names, date of birth and addresses of all staff working supervised, or unsupervised, with either young children or vulnerable adults must be supplied, which will be subject to Police checks.

18.11.2 The Licensee shall ensure the rigid implementation of their stated policies, plans and staffing schedules.

Staff Training:

18.12 The Licensee is at all times considered responsible for the behaviour and management of all staff throughout the entire duration of the occupancy of the site, and is responsible for the implementation of staff briefings, handbooks and training.

18.13 The Licensee shall ensure an appropriate training and briefing programme for all staff in line with the Health and Safety at Work etc Act 1974. This includes the dissemination and implementation of policy to all staff/contractors.

Noise

18.14 If complaints of noise are received from local residents or officers of the pollution control section then appropriate steps shall be taken to control noise levels in order to prevent disturbance to local residents.

18.15 No amplified PA systems without prior arrangement.

Light

18.16 Any artificial lighting on the site shall not cause nuisance due to glare unless it is considered necessary by the licensing authority.

Litter and Waste:

18.17 The Licensee shall ensure that measures shall be put in place to remove litter or waste arising from customers and to prevent such litter from accumulating in the immediate vicinity of the premises or neighbouring premises.

First Aid

18.18 The Licensee shall ensure that there are first aid provision, such being determined in line with relevant guidance and advice provided to the Licensee.

18.19 The Licensee shall ensure that designated first aid persons hold a current and appropriate first aid certificates and training with clinical negligence cover in place.

18.20 The Licensee will supply the names and references where professional providers are utilised.

20.0 MISCELLANEOUS:

20.1 References to the Licensee includes the Licensee's partners, directors and employees, the Licensee's agents, sub-contractors and any other person acting on the Licensee's behalf unless the context clearly requires or indicates otherwise.

20.2 For the avoidance of doubt the Licensee will be bound by and vicariously liable for all acts and omissions as though done by itself even where such may have been contrary to the Licensee's instructions or an actionable wrong or a crime committed against the Licensee, or any other person.

20.3 The Licensee shall ensure that full payment for the Event Fee and Bond shall be made in advance of the Event.