



## EVENT TERMS & CONDITIONS

*These terms and conditions apply to the Hire of the Site and form a binding contract between the Event Organiser and SMBC, along with the Booking Documentation and known as the 'Agreement'. These Terms and Conditions should be read in conjunction with SMBC's Event Governance Framework.*

1. DEFINITIONS		
1.1	<b>Event Organiser</b>	<b>Means</b> the person identified as having control of the land or premises and having a common duty of care to all their lawful visitors.
1.2	<b>SMBC</b>	<b>Means</b> Sandwell Metropolitan Borough Council and includes its successors in title.
1.3	<b>Agreement</b>	<b>Means</b> these booking conditions which shall form part of the contract between SMBC and the Event Organiser.
1.4	<b>Event</b>	<b>Means</b> the purpose for which the Site has been booked.
1.5	<b>Booking Documentation</b>	<b>Means</b> the booking application, and all other documents completed by the Event Organiser for the purpose of the Hire.
	<b>Booking Fee</b>	<b>Means</b> the non-refundable administrative fee payable to SMBC for processing and administering the booking, the amount of which is set out in the Booking Documentation
1.6	<b>Charges</b>	<b>Means</b> the charges paid by the Event Organiser to SMBC for the Hire of the Site, the administration and booking fees and any other additional costs paid to SMBC.
1.7	<b>Hire</b>	<b>Means</b> the hire of the Site for the duration of the Period of Hire by the Event Organiser from SMBC for the payment of the Charges.

<b>1.8</b>	<b>Notice</b>	<b>Means</b> the written notification of the intent of cancellation, termination or postponement of an event either by SMBC or the Event Organiser.
<b>1.9</b>	<b>Period of Hire</b>	<b>Means</b> the times and dates agreed between the Event Organiser and SMBC for which the Event Organiser is entitled to use the site. For the avoidance of doubt, such period will include the time to set up and depart from the site.
<b>1.10</b>	<b>Site</b>	<b>Means</b> the site for which the event shall take place as approved by SMBC and, where applicable, as set out in the Booking Documentation provided by the Event Organiser

<b>2. GENERAL EVENT ORGANISER OBLIGATIONS</b>	
<b>2.1</b>	The Event Organiser must be 18 years of age or over and shall be the person by whom the Terms and Conditions and Booking Documentation for the Hire is signed. Such personnel shall be responsible for the payment of the Charges in respect of the Hire and for the observance and performance in all respects to the terms and conditions of this Agreement.
<b>2.2</b>	It is the responsibility of the Event Organiser to ensure that all information provided within the Booking Documentation:
<b>2.2.1</b>	Is to their knowledge true and accurate and shall inform SMBC of any time that they become aware of any changes or inaccuracies within the information; and
<b>2.2.2</b>	Provides SMBC with the Event Organiser's intended use of the Site and all proposed activities that will take place during the Hire, the risk inherent in the Hire and lists any abnormal use to which is intended. A detailed build, live event and de-rig & collections document should be included into the Event Management Plan.
<b>2.3</b>	The Event Organiser is responsible for ensuring that any third-party persons present at the Site for the purpose of the Hire comply with the terms and conditions of this Agreement. For the purpose of this clause, third-party persons include but are not limited to the staff of the Event Organiser, whether or not they are paid, representatives, sub-contractors, agents and any other persons on the Site for the purpose of assisting with the Hire.
<b>2.4</b>	It is the Event Organiser's responsibility to be in attendance at all times during the use of the Site or to nominate a competent representative who will take ownership in the place of the Event

	Organiser. The Event Organiser must make SMBC aware of the chain of command and those persons with responsibility.
<b>2.5</b>	At the request of SMBC, the Event Organiser must provide within a reasonable time the following:
<b>2.5.1</b>	All information requested by Sandwell's Safety Advisory Group (SAG). Attendance at a meeting may be required.
<b>2.5.2</b>	A detailed programme of events taking place during the Hire, and
<b>2.5.3</b>	Any other information as SMBC requests
<b>2.6</b>	Failure to provide the items listed in Clause 2.5 may result in the termination of this Agreement.
<b>2.7</b>	The Event Organiser shall treat all information belonging to SMBC as confidential and safeguard it accordingly. The Event Organiser shall keep all information and material supplied by SMBC in relation to the Hire as confidential information until approval to disclose is provided by SMBC.
<b>2.8</b>	The Event Organiser shall (and shall ensure that all of its staff) comply with any notification requirements under The UK GDPR and the Data Protection Act 2018
<b>2.9</b>	The Event Organiser shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including but not limited to the Modern Slavery Act 2015.
<b>2.10</b>	It is the responsibility of the Event Organiser to ascertain whether Disclosure and Barring Service (DBS) checks are required and to ensure that such checks are taken of all their employees (paid and unpaid) and must ensure that they have complied with the DBS Code of Practice.

<b>3. REFUSAL OF BOOKING</b>	
<b>3.1</b>	SMBC reserves the right to refuse any application for the Hire of a Site without any reason for such refusal.
<b>3.2</b>	SMBC have the right to refuse the Event Organiser's booking request where Booking Documentation is not received.
<b>3.3</b>	SMBC have the right to refuse the Event Organiser's booking request where the Event Organiser holds an outstanding invoice payable to any department of SMBC.

<b>4. PAYMENT</b>	
<b>4.1</b>	The Event Organiser must:
<b>4.1.1</b>	Pay the invoice for the Charges sent from SMBC in full within 28 days of the date of the invoice or pay the Charges prior to the date of the Hire, whichever is sooner.

<b>4.1.2</b>	Pay the Charges whether or not the Hire is actually exercised on a particular occasion in accordance with the cancellation policy set out in Clause 5.6.
<b>4.1.3</b>	Pay additional charges imposed by SMBC where the Event Organiser has occupied the Site outside of the Period of Hire.
<b>4.1.4</b>	SMBC will require a deposit of 25% at the time of booking when the Period of Hire falls on key dates including but not limited to Bank Holiday weekends and dates of cultural significance.
<b>4.2</b>	Where the Event Organiser fails to pay in accordance with this Clause, they must pay the Charges in full and SMBC have the discretion to terminate this Agreement.
<b>4.3</b>	Where the Event Organiser fails to comply with Clause 8.1 of this Agreement, SMBC may put the Site in a state of good order and condition and charge the Event Organiser for such costs as additional Charges.
<b>4.4</b>	Where the Event Organiser fails to comply with Clause 8.2 of this Agreement, SMBC shall charge the Event Organiser the costs for SMBC's Staff to make good the site, of which costs are final and non-negotiable.
<b>4.5</b>	Where the Event Organiser fails to comply with Clause 14.2 of this agreement, SMBC will instigate the removal of marketing materials and charge the Event Organiser for such costs as additional Charges.
<b>4.6</b>	Any works or activities which the Event Organiser requires SMBC to undertake in preparation for, or assistance with, the Event must be requested in writing and formally agreed by SMBC prior to the event. Any such work undertaken will be recharged to the Event Organisers as additional Charges.
<b>4.7</b>	Where the Event Organiser has booked additional services such as Road Closures or Waiting restrictions, the payment for this service/s must be paid in full 14 days prior to the event.

## **5. CANCELLATION, TERMINATION OR POSTPONEMENT**

<b>5.1</b>	Notice must be in writing and is effective on the day that it is received.
<b>5.2</b>	Notice to SMBC must be sent to: <a href="mailto:event_enquiries@sandwell.gov.uk">event_enquiries@sandwell.gov.uk</a>
<b>5.3</b>	Notice to the Event Organiser must be sent to the email address given on the Booking Documentation.
<b>5.4</b>	SMBC will notify the Event Organiser where Notice is to be sent to an alternative address than that in Clause 5.3.

<b>5.5</b>	Cancellation by the Event Organiser must be by way of Notice to SMBC.										
<b>5.6</b>	Where the Event Organiser cancels its Hire, they shall be liable to pay the Charges to SMBC as follows: <table border="1" data-bbox="316 367 1428 674"> <thead> <tr> <th><b>Notice Period</b></th> <th><b>Amount</b></th> </tr> </thead> <tbody> <tr> <td>3 Months Prior to Event Date</td> <td>10% of the Charges</td> </tr> <tr> <td>Six Weeks Prior to Event Date</td> <td>25% of the Charges</td> </tr> <tr> <td>Less Than Six Weeks Prior to Event Date</td> <td>75% of the Charges</td> </tr> <tr> <td>Less Than Two Weeks Prior to Event Date</td> <td>100% of the Charges</td> </tr> </tbody> </table>	<b>Notice Period</b>	<b>Amount</b>	3 Months Prior to Event Date	10% of the Charges	Six Weeks Prior to Event Date	25% of the Charges	Less Than Six Weeks Prior to Event Date	75% of the Charges	Less Than Two Weeks Prior to Event Date	100% of the Charges
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<b>5.7</b>	It will be permitted to the Event Organiser to postpone an event a minimum of twenty-eight days before the event date provided within the booking documentation on the understanding that a new hire date will take place within two months of the original hire date. The hire charges will be the that of the rescheduled hire date.										
<b>5.7.1</b>	Where the Event Organiser does not rebook for the event to take place within the two months, the Hirer will cancel the event and the in accordance with clause 5.5 and 5.6 and will be liable to pay the charges of the hire as of the new hire date following postponement.										
<b>5.7.2</b>	Give SMBC at least 28 days' Notice of that postponement.										
<b>5.7.3</b>	Be liable to pay the Charges of the Hire as it will be on the date of the actual Hire.										
<b>5.7.4</b>	Comply with all terms in this Agreement and any relevant legislation relating to the Hire.										
<b>5.8</b>	Where the Event Organiser fails to provide Notice in compliance with Clause 5.6 and 5.7 of this Agreement, SMBC will be entitled to the full Charges.										
<b>5.9</b>	SMBC reserve the right to cancel the Hire with immediate effect, without Notice where:										
<b>5.9.1</b>	The Event Organiser fails to provide SMBC with its insurance documentation in compliance with Clause 6.2.										
<b>5.9.2</b>	It suspects that the Hire could result in danger which cannot be managed by the Event Organiser.										
<b>5.9.3</b>	Has reasonable belief to suspect that the information on the Booking Documentation is purposefully incorrect or inaccurate.										
<b>5.9.4</b>	It suspects that unlawful activity may take place as a result of the Hire or that the purpose of the Hire can result in criminal offence.										
<b>5.9.5</b>	The Site becomes or is not fit for the purpose of the Hire.										

<b>5.9.6</b>	The Event Organiser fails to comply with the terms of this Agreement and SMBC deems it reasonable and proportionate to cancel such Hire.
<b>5.9.7</b>	The event poses a threat to public health.
<b>5.9.8</b>	SMBC considers it necessary to any cause outside of their control.
<b>5.10</b>	In the event where SMBC have cancelled the hire under Clause 5.9, the Event Organiser will be refunded the charges minus the Booking Fee and SMBC shall not be held liable or required to pay compensation for any loss sustained as a result of or in any way arising out of the cancellation of the Hire.
<b>5.10.1</b>	Neither party shall be liable for any force majeure that is to say, failure or delay in performing its obligations under this Agreement where such failure or delay results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, nuclear, chemical or biological contamination, or any law or action taken by a government or public authority. The affected party shall notify the other party in writing as soon as reasonably practicable, but no later than 10 business days of the force majeure and shall use all reasonable endeavours to mitigate its effect. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Agreement by giving seven business days' written notice.

<b>6. PERMITS AND LICENCES</b>	
<b>6.1</b>	SMBC will provide the Event Organiser with permissions to Hire the Site according to the information provided within the Booking Documentation and permissions will not apply to any subsequent additions or alterations thereafter Approval.
<b>6.2</b>	The Event Organiser shall comply with the following particulars at all times during the Agreement:
<b>6.2.1</b>	SMBC shall grant to the Event Organiser its permit and permission to use the Site during the Period of Hire for the purpose of the Hire, on the terms and conditions which are set out in this Agreement.
<b>6.2.2</b>	The permit which shall be granted to the Event Organiser pursuant to clause 6.2.1 shall be personal to the Event Organiser. The Event Organiser shall not purport to assign, or transfer said permit (whether in whole or in part) to any third party at any time.
<b>6.2.3</b>	The Event Organiser shall not acquire any exclusive rights of possession of a Site, or otherwise be a tenant or lessee of a Site.

<b>6.2.4</b>	The Event Organiser shall not use a Site for any purpose other than the Hire.
<b>6.2.5</b>	The Event Organiser shall not be entitled to exclude SMBC and/or its agents and employees from a Site, or (without limitation) otherwise prevent them from carrying out any necessary repairs or maintenance to the same at any time.
<b>6.3</b>	It is the responsibility of the Event Organiser to ensure that all necessary licences, permits or other consent which may be required is obtained, whether from SMBC or otherwise, before the Event may take place and shall, where requested, produce to SMBC on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, SMBC reserve the right to cancel the booking.

<b>7. INDEMNITY AND INSURANCE</b>	
<b>7.1</b>	The Event Organiser is required to have in place for the duration of this Agreement their own Public Liability Insurance from a reputable insurance company at the required level of £5 million limit of liability per claim, or more as requested by SMBC at their discretion, prior to the Hire of any Site and any other insurances for the purpose of the Hire.
<b>7.2</b>	The Event organiser must produce a valid certificate of insurance, and such other documentation as requested at any time by SMBC as is necessary to demonstrate that the Event Organiser has complied with its obligations under clause 8 of this Agreement prior to the Hire. Failure to do so can result in termination under Clause 5.9 of this Agreement.
<b>7.3</b>	The Event Organiser shall not do or permit anything, or make any omission, which might cause any insurance to be voided.
<b>7.4</b>	The terms of any insurance or the amount of cover shall not relieve the Event Organiser of any liabilities incurred in connection with this Agreement.
<b>7.5</b>	The Event Organiser shall inform SMBC in writing whenever there is any change to the insurance referred to in Clause 7 (including any change in the scope or level of cover or the identity of the insurer).
<b>7.6</b>	The Event Organiser shall indemnify and keep indemnified SMBC in full against all claims, demands, actions or proceedings in respect of but not limited to:
<b>7.6.1</b>	Any infringement of copyright or the unauthorised playing, performance, or use of any sound recording or any sound recording reproduction equipment or any other apparatus occurring during the Period of Hire on the Site.

<b>7.6.2</b>	Any damage or loss of property on the Site belonging to any person arising from or in connection with the Hire.
<b>7.6.3</b>	The death or injury of any person which arose from an accident or occurrence in connection with the Hire of the Site.
<b>7.7</b>	Where SMBC have made a claim in respect of the Hire, SMBC shall on demand recover the excess from the Event Organiser.

<b>8. USE OF THE SITE</b>	
<b>8.1</b>	The Event Organiser must ensure:
<b>8.1.1</b>	That the Site is left clean and tidy at the end of each day during the Period of Hire and left in the same condition as the start of the Hire.
<b>8.1.2</b>	Removal of all items brought onto the Site.
<b>8.1.3</b>	Removal of all rubbish and litter.
<b>8.2</b>	The Event Organiser must ensure that no damage is caused to the Site.
<b>8.3</b>	It is the Event Organiser's responsibility to be aware of underground supplies and the potential for damage to occur should the ground be penetrated. This includes, but is not limited to, tent pegs, flag poles, heavy compaction from cars or machinery, muddy ground being regularly trampled etc. Details of mitigation should be included in the risk assessment. Where possible, SMBC will provide mapping of underground supplies to the Event Organiser and advice should be subject to a utilities search via: <a href="#"><u>Line Search Before You Dig</u></a> .
<b>8.4</b>	Any property left unattended at any time is done so at the Event Organiser's risk and it is their responsibility to ensure that overnight security measures are organised where required.
<b>8.5</b>	It is the responsibility of the Event Organiser to inform SMBC by way of Notice within 48 hours of becoming aware of any wrongdoing that has occurred on the Site whether or not it was in connection with the Hire or any damage to the Site whether or not it occurred before, during, or after the Hire with such obligation being valid after the end of the Period of Hire.
<b>8.6</b>	It is the responsibility of the Event Organiser to implement and employ Traffic Management measures where deemed necessary or appropriate.
<b>8.7</b>	Any road closure required is the total responsibility of the Event Organiser who must liaise with SMBC Highways Team regarding the arrangement of said road closure and any impact the Event may have on traffic arrangements in the vicinity of the venue.
<b>8.8</b>	In the event that road closures or traffic measures are required, it is the responsibility of the Event Organiser to inform local residents, by way of written letter, 14 days prior to measures being

	implemented. The Event Organiser must provide a copy of the draft letter to SMBC at least 21 days before it is issued. Once reviewed and authorised by SMBC the organiser must distribute the letters and inform the council of the day letters are sent to residents.
<b>8.9</b>	The Event Organiser shall be responsible for supervising the behaviour of all persons using the Site and will not allow its use in such a manner to as be likely to cause nuisance or annoyance to the occupiers of neighbouring premises or parks users.
<b>8.10</b>	No vehicles or equipment are to be brought on to the Site before the agreed Period of Hire.
<b>8.11</b>	The following Clauses relate directly to funfair proprietors:
<b>8.11.1</b>	All funfair proprietors must belong to the Showmen's Guild of Great Britain.
<b>8.11.2</b>	It is the responsibility of the Event Organiser to ensure that days of operation are included in the Booking Documentation. Where Booking Documentation fails to make this distinction, SMBC reserves the right to apply Charges across all dates listed in the Booking Documentation.
<b>8.11.3</b>	It is the responsibility of the Event Organiser to ensure that SMBC is made aware of any changes in days of operation (e.g. rained off) within 24 hours of the change. Changes should be sent via Notice as detailed in Clause 6.2. If an Event Organiser fails to provide Notice within 24 hours, SMBC reserves the right to apply the original Charges for this date.
<b>8.11.4</b>	No alcohol, cigarettes or live animals are to be used as prizes on fair stalls.
<b>8.11.5</b>	No fairground amusements may move on site earlier than the agreed Period of Hire.

<b>9. HEALTH AND SAFETY</b>	
<b>9.1</b>	The Event Organiser shall be responsible for managing all aspects off the event, its set up and break down in accordance with these Terms and Conditions and any requirements as set out by Sandwell's Safety Advisory Group (SAG). If SAG request an update to the documentation this must be resubmitted no later than 7 days prior to the event date.
<b>9.2</b>	The Event may be subject to an initial screening and may require the endorsement of a SAG. The SAG will require that the Event Organiser provide the following Booking Documentation as a minimum:
<b>9.2.1</b>	Event Management Plan
<b>9.2.2</b>	Event Risk Assessment
<b>9.2.3</b>	Event Medical Plan

<b>9.2.4</b>	Event Site Plan
<b>9.2.5</b>	Event Waste Management Plan
<b>9.3</b>	Where the Event Organiser is required to attend a SAG, such a commitment is a condition of use of any land under the control of SMBC.
<b>9.4</b>	The Event Organiser shall be responsible for ensuring the safety of all persons involved in the event, and the safety of the general public attending the event. This condition shall apply whilst the event is in progress and also during any setting up and taking down of equipment which may be necessary prior to and after the event.
<b>9.5</b>	Where applicable, the Event Organiser must comply with the 'Health and Safety at Work Act 1974' and 'Management of Health and Safety at Work Regulations 1999'.
<b>9.6</b>	The Event Organiser must:
<b>9.6.1</b>	Keep the Site clear of obstruction.
<b>9.6.2</b>	Keep pathways and access points on the Site clear to allow for emergency access.
<b>9.6.3</b>	Ensure that adequate first aid cover is in place at all times, in line with Purple Guide standards and event size.
<b>9.6.4</b>	Provide SMBC with contact details including the name and phone number of a person in charge or their designated representative of whom can be contactable in the case of an emergency at all times during the Period of Hire.
<b>9.6.5</b>	Ensure that they carry out their Hire with adequate provisions to ensure the safety of all persons on the Site.
<b>9.6.6</b>	At all times hold responsibility for ensuring they have the correct equipment for the use and purpose of the Hire of the Site.
<b>9.7</b>	The Event Organiser will make sure that they and those in attendance of the event do not act unlawfully or in a way to constitute a criminal offence.
<b>9.8</b>	All electrical equipment used during the Hire must comply with the 'Code of Practice for In-Service Inspection and Testing of Electrical Equipment 4 <sup>th</sup> Edition'.
<b>9.9</b>	The Event Organiser shall be responsible for providing adequate toilet facilities for the estimated attendance of the event. On Site toilets (if any) are no guaranteed to be open and are not suitable for large numbers of people.
<b>9.10</b>	It is the responsibility of the Event Organiser to provide adequate numbers of stewards of Security Industry Authority (SIA) licenced security staff, whichever the Event Organiser, having considered HSE and SAG guidance, deems appropriate and who shall be present throughout the Hire where members of the public are admitted and are adequately trained on emergency protocols.

**9.11** Only Diesel generators only are permitted on SMBC sites

## **10. UNFORSEEN CANCELLATION OF EVENT**

**10.1** SMBC all have the right to cancel any Period of Hire forthwith in the event that the Site is affected by an emergency of any kind. SMBC will consider refunding part or all of Charges paid and the amount shall be at SMBC's sole discretion.

## **11. RIGHT OF ENTRY**

**11.1** Events staff, Parks staff or any relevant employees of SMBC or other authorised persons shall be allowed unimpeded access throughout all parts of the Site during the Period of Hire.

**11.2** The Event Organiser shall immediately comply with all and any instructions, whether oral or in writing, given during the Period of Hire, by any officer of SMBC. The Event Organiser will ensure its staff, contractors, agents and guests comply likewise.

**11.3** SMBC reserves the right to refuse admission to or evict any person from the Site.

**11.4** SMBC reserves the right to fix a maximum limit for the number of persons attending the Event.

## **12. ASSIGNMENT**

**12.1** The Event Organiser shall not assign the benefit or burden of this Agreement, or any part thereof sub-let any part of the Site.

## **13. PROHIBITION**

**13.1** No personal shall in any part of the Site:

**13.1.1** Bring, place or erect any permanent furniture fitting, erection or structure.

**13.1.2** Place or fix any additional or decorative lighting or any decoration, shrubs, plants or similar items without the prior written consent of SMBC.

**13.2** The use and release sky lanterns/Chinese lanterns, helium balloons, the lighting of fires and fireworks are all strictly prohibited on all Sites.

**13.3** SMBC prohibits the use of Single use plastics at all its sites. It is the responsibility of the Events Organiser to be checking that your suppliers comply with this regulation.

<b>14. ADVERTISEMENTS AND FLY POSTING</b>	
<b>14.1</b>	The Event Organiser must not affix SMBC's name or logo to any advertisement in connection with the Hire without the prior written consent of SMBC.
<b>14.2</b>	The Event Organiser must not place, fix or exhibit any advertisement in or upon any part of the Site without the prior written consent of SMBC and where such consent is given the Event Organiser must, at its own expense, remove all advertising materials affixed or distributed on and around the site.
<b>14.3</b>	No persons shall in any part of the Borough place, fix, or exhibit any advertisement in any location without the prior written consent of SMBC.
<b>14.4</b>	The Event Organiser should not advertise the requested Event until SMBC has formally provided Approval in Principle. SMBC will not be liable for any costs incurred due to advertising an Event that is not approved.
<b>14.5</b>	If requested SMBC will promote the event twice via council channels, this can be via social media or newsletters dependent upon capacity.
<b>14.6</b>	The Events organiser will arrange a Letter drop to residents informing them of the event taking place. This needs to be by way of written letter, 14 days prior to measures being implemented. The Event Organiser must provide a copy of the letter to SMBC 21 days before it is issued. Once reviewed and authorised by SMBC the organiser must distribute the letters and inform the council of the day letters are sent to residents. A copy of the letter and the distribution map needs to be submitted via Event app.

<b>15. SMBC MARKETING SUPPORT</b>	
<b>15.1</b>	<p>SMBC can promote your event up to two times through our marketing channels. Marketing support will only begin after your event has been approved and all required content has been emailed to <a href="mailto:Event_Marketing@sandwell.gov.uk">Event_Marketing@sandwell.gov.uk</a></p> <ul style="list-style-type: none"> <li>• Event organisers may request additional marketing support from SMBC to promote their events. These requests will be considered on a case-by-case basis and subject to: <ul style="list-style-type: none"> <li>◦ Availability within SMBC's marketing schedules and</li> <li>◦ SMBC's discretion in relation to content, timing and suitability.</li> </ul> </li> <li>• SMBC cannot guarantee additional marketing posts but will aim to accommodate requests where possible.</li> </ul>
<b>15.2</b>	Event organisers are required to provide:

	<ul style="list-style-type: none"> <li>• An event flyer and/or high-quality images and</li> <li>• Promotional text describing the event</li> <li>• Event organisers must provide event artwork and images as soon as possible following approval. SMBC requires up to two weeks to review and approve the submitted content. If the materials do not meet our standards, we will provide feedback and request amendments before promotion can take place.</li> </ul>
<b>15.3</b>	All event content should be emailed to <b>Event_Marketing@sandwell.gov.uk</b> . SMBC reserves the right to adapt the submitted text to align with our communications standards.
<b>15.4</b>	SMBC holds full editorial control over the timing, format and style of marketing posts.
<b>15.5</b>	Event organisers are responsible for submitting their own event details directly onto <b>www.visitsandwell.com</b> . To submit an event: <ul style="list-style-type: none"> <li>• From <a href="http://www.visitsandwell.com">www.visitsandwell.com</a>, click on the “What’s On” header</li> <li>• Select “Submit Your Event”</li> <li>• Download the help guide for step-by-step instructions</li> <li>• For further assistance, please email <b>Event_Marketing@sandwell.gov.uk</b>.</li> </ul>
<b>15.6</b>	Events listed on Visit Sandwell may also appear on the West Midlands Culture & Tourism webpage, subject to their own terms and approval process.
<b>15.7</b>	Submission of an event does not guarantee approval or promotion.
<b>15.8</b>	SMBC reserves the right to withdraw promotional support at any time if the event does not comply with relevant laws, regulations or SMBC policies.

<b>16. VARIATIONS TO AGREEMENT</b>	
<b>16.1</b>	The Event Organiser shall not sub-contract, or transfer, or assign any of its rights and obligations under this Agreement to any third party without first obtaining SMBC’s written consent. Such consent will be at the absolute discretion of SMBC.
<b>16.2</b>	If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise

	unenforceable, or indications to the effect are received by either of the parties from any competent authority, the parties shall amend that provision in such a reasonable manner as achieves the intention of the parties without illegality. Alternatively (at the discretion of SMBC and following consultation with the Event Organiser) the provision in question may be severed from this Agreement, whereupon the residual provisions on this Agreement shall remain in full force and effect.
<b>16.3</b>	Any failure by either of the parties to insist upon the performance of any of the conditions of this Agreement (or to exercise any right under this Agreement) shall not be construed as a waiver by such party and this Agreement shall continue and remain in full force and effect notwithstanding any such failure.
<b>16.4</b>	This agreement does not (and it not intended to) confer any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
<b>16.5</b>	This Agreement represents the entire agreement and understanding of the parties and supersedes any previous agreements, arrangements or representations (whether in writing or not) between the parties relating to the subject matter of this Agreement.
<b>16.6</b>	No amendment to this Agreement shall be effective unless in writing and signed by an authorised signatory on behalf of each of the parties.
<b>16.7</b>	Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent or landlord and tenant between the Event Organiser and SMBC.
<b>16.8</b>	This Agreement is governed by the Law of England and Wales and the parties undertake to submit to the exclusive jurisdiction of the English Courts.

<b>17.</b>	<b>TRAFFIC MANAGEMENT &amp; WAITING RESTRICTIONS</b>
<b>17.1</b>	<p>The event Organiser must ensure that they have the correct Traffic management and waiting restrictions required for the size of their event.</p> <p><b>SANDWELL VALLEY COUNTRY PARK / DARTMOUTH PARK</b></p> <p><b>Up to 1000 people</b> No road closures or parking restrictions required</p> <p><b>1,000 – 3,000 people</b> Temporary waiting restrictions and enforcement on surrounding roads</p> <p><b>3,000 – 5,000 people</b> Temporary waiting restrictions and enforcement on surrounding roads and minor road closures (New Street North, Warstone Drive and left</p>

	<p>turn only out of Salters Lane on to Dagger Lane and also Lloyd Street on to Reform Street)  <b>5,000 plus</b>  Road closures (triangle between Hallam Street and Dagger Lane plus New Street North, Warstone Drive and additional minor side roads if required, also left turn only out of Salters Lane on to Dagger Lane and Lloyd Street on to Reform Street) possible closure of Reform Street at point of event exit. Temporary waiting restrictions and enforcement required on Hallam Street and Reform Street</p> <p><b>LIGHTWOODS PARK</b>  <b>500 people plus</b> – Temporary waiting restrictions on Adkins Lane &amp; Galton Road  Fairs and Circuses may need to be reviewed separately as the costs of installing the restrictions may be prohibitive??</p> <ul style="list-style-type: none"> <li>• All other locations for static events in Parks etc are to be considered on their own merits</li> <li>• External traffic management &amp; waiting restrictions and enforcement costs are to be procured and paid for in advance by the event organisers unless we are advised otherwise.</li> </ul>
<b>17.2</b>	Road Closures and Parking restriction notices must be displayed 14 days prior to the event.

<b>18. WASTE MANAGEMENT</b>	
<b>18.1</b>	<p>It is the responsibility of the Event Organiser to arrange appropriate waste management services based on the size and nature of their event. This may include litter pickers or a professional waste removal company.</p> <p>For events taking place over multiple days, the organiser must ensure the site is cleared at the end of each day to maintain cleanliness and safety.</p> <p>All waste generated during the event must be properly managed and disposed of by the end of the tenancy period. If the site is not adequately cleared and SMBC is required to remove any waste, the cost of this service will be charged to the Event Organiser.</p>

<b>DECLARATION</b>	
<p>I have read and understood these conditions and agree to be bound by them.</p>	

<b>Name of Event</b>	
<b>Event Date</b>	
<b>Print Name</b>	
<b>Signature</b>	
<b>Date</b>	

***Failure to return a copy of the signed Terms and Conditions within 14 days will result in the cancellation of the Hire.***