

CONDITIONS OF USE FOR EBRINGTON SQUARE FOR LARGE SCALE LICENCED EVENTS

INTRODUCTION

Ebrington Square is a shared space and all events must make a positive impact on the City and region. A diverse events programme is required and as such events of a similar nature may not be accommodated.

Event Promoters must ensure the delivery of an event which is **safe and welcoming for all sections of the community** including vulnerable adults, people with disabilities, children (if applicable) etc, adhering to T:BUC principles.

TEO reserves the right to host other events on site for example, civic celebrations and/or animation activity. Preference will be given to events supported by DCSDC and events of civic benefit.

Five major events only can be held on Ebrington per annum. An additional restriction of one event per month may be applied. **Large scale events should host 3,000 plus patrons.**

Ebrington is a construction site and approval for events are subject to ongoing construction activity.

- Failure to deliver an event or meet the event expectations as cited in the application form will be used to inform any subsequent application.
- The Application Form, Conditions of Use Policy and Licence are subject to revision by TEO at any time.
- Providing false or misleading information may result in the event being cancelled and the matter may be referred for consideration of prosecution.
- TEO reserves the right to review/withdraw the offer of the use of Ebrington at any time.

AREA FOR HIRE

1. The area for hire is the Parade Ground. This and the tenant buffer zone is marked on the maps attached. No event equipment, vehicles or fencing are permitted within this area. Ebrington Square is c8,800m². Event Promoters (EP) must restrict site usage to the area for hire and ensure site access and egress routes are kept clear at all times.
2. Ebrington public toilets must not be included in calculations.
3. The Event and Safety Plan must highlight all required site changes to enable the event to proceed, for example temporary bollard removal or relocation of flowerpots. TEO will consider each request and accommodate where possible.
4. TEO cannot offer Green Room facilities. Ebrington tenants may be able to provide suitable space and EPs should liaise directly with them should they require this.
5. The following dates are not available for events on the site:
 - 25 March to 8 April 2024 inclusive
 - 21 October to 4 November inclusive

HEALTH AND SAFETY

6. All Purple Guide requirements and all other statutory requirements must be met by the EP and recorded in the Event Plan. The EP shall liaise with and seek all necessary approvals and include all relevant approvals in the Event Plan prior to submission, where available.
7. **A detailed Event and Safety Plan must be submitted 8 weeks before the event** and any subsequent certifications must be specified in the Plan and a date specified for their delivery, for example stage build sign-off. Failure to deliver the required certification by the specified date may lead to the event being cancelled/postponed.
8. The EP shall identify a competent individual with overall responsibility for the safe and effective delivery of the event and provide proof of their competency and experience in the Event Plan. The Event Promoter (EP) is solely responsible for the conduct and supervision of all persons and patrons involved in the event at all times.
9. The EP must ensure that fire points, emergency access/egress roads, fire hydrants and any other fire or safety equipment is noted in the Event Plan and are not obstructed in any area, at any time.
10. TEO reserves the right to seek advice from PSNI or any other relevant body at any time to help inform the suitability of any event application. PSNI presence may be requested by TEO. Police must be called to incidents that are not able to be managed by the security company.

11. Patrons must not be removed from the event site and placed on the public domain of the Park or Ebrington site or roadways leading to the sites. The EP must inform TEO immediately if the police are called to the site to manage a crowd or individual matter. TEO reserve the right to deal with the PSNI directly.
12. The site is a public realm space and is therefore an alcohol-free area. An alcohol/drugs policy covering the entire sites, taking note of relevant statutory regulations, must be included in the Event and Safety Plan.
13. The event space may require an Alcohol Recovery Unit (ARU) and/or Drug Recovery Unit. If required, the process for both must be detailed in the event plan.
14. The Event Promoter shall put in place all reasonable measures to secure adequate access for the emergency services.
15. Facilities for access to and within the event for disabled people shall be provided.

TRAFFIC MANAGEMENT AND PARKING

16. Parking arrangements for all event vehicles must be agreed in advance with TEO.
17. All site traffic movement, access, egress route requirements must be adhered to at all times and detailed in the Event and Safety Plan.
18. Parking availability in Ebrington will be at the discretion of TEO.
19. An event Traffic Manager must be appointed by the EP and be on site during build, event and decant as vehicle access is restricted/limited. Vehicle use is restricted to loading and unloading and surface protective barriers should be used at all times. Vehicular movement around Ebrington Square is specified in maps attached, as is the Traffic Management Plan.
20. Vehicular movement is restricted during the event. Ebrington is a public space and all vehicles moving around the site must activate their hazard warning lights and not exceed five miles per hour. TEO will provide, where possible, on-site parking for event and emergency vehicles. TEO reserve the right to impose a 'no vehicular traffic' area for the event at any time. All access roads must be kept clear. The EP must ensure that the public and those associated with the event do not park on any of the Ebrington site and access roads.
21. During events, given the increase in pedestrians on the site, a temporary, manned pedestrian barrier should be erected at Building 62 for the duration of the event.
22. Two Event Security staff must be positioned on all site access/egress points to regulate traffic, direct pedestrians and advise on statutory regulations for access to public areas and the event space.

23. Two event security staff must also be positioned at the top of Browning Drive to regulate traffic and direct pedestrians, ensuring access for residents. Stewards should also monitor illegal parking.
24. Additional security personnel may be employed by TEO/DCSDC one-hour pre the event, for the duration of the event and for one hour post event. This may be charged to the EP. Regular site wide sweeps will be completed by TEO and one event senior security staff member and conclude with a final sweep on event closure/site vacated.

SITE WORKS, TENANTS AND NEIGHBOURS

25. Ongoing contractors' works must be facilitated at all times and never impeded. Access must be available Monday-Friday 7am – 6pm.
26. Existing site tenants or the general public or site contractors should not be impeded from carrying out their normal activities. Tenants must have access 24/7. The EP should work closely with, and help add value for, site tenants the public including park users.
27. In order to minimise disturbance to tenants, neighbours and park users amplified music/sound of any description shall only be permitted between noon and 14.00 hours and after 17.00hrs and be at a reduced, non-disruptive level. Test timings must be specified in the Event Plan. Noise is not permitted after 11pm.
28. The rentable area must be screened so as not to impede the operation of site tenants, park users or the general public or other users. The EP shall take all reasonable steps to ensure that site tenants and the public can continue to trade or use facilities normally during events. This is to include provision at all times for their deliveries, services and access for customers/users.
29. A suitable noise assessment and noise management plan, which should include the position and orientation of the stage and loudspeakers and details of proposals to ensure adequate neighbourhood consultation is undertaken. The noise assessment must be completed by a suitably qualified and experienced noise control consultant and demonstrate that noise from the event will not cause unreasonable disturbance to commercial and residential premises in the vicinity. Noise reduction equipment must be utilised to limit the impact of the event on tenants and neighbours and remain within proscribed guidelines. A noise management plan must be included and a Noise survey report provided and included in the event plan.
30. EPs should demonstrate their consideration of positioning of event structures and /or equipment eg staging, to minimise impact on site tenants and neighbouring residents.

CERTIFICATION, LICENSING AND INSURANCE

31. The EP is responsible for obtaining all necessary licences, insurances and/or permissions required for the event. **The EP must obtain any necessary entertainment licence and alcohol licences as required.** A copy must be supplied to TEO/DCSDC prior to the event. The event will be cancelled if this condition is required and not met. The EP must ensure that all concessions/retail outlets (e.g. merchandising, food, coffee, drink sales) on the site during the event are properly managed and licenced. Full details of the vendors must be in the Event Plan along with a copy of licences etc required to trade. The EP must clearly identify the area the Licence(s) apply to in the Event Plan.
32. Traders should not impact negatively on Ebrington Tenant businesses or park facilities. The selling of 'take away' ice cream is not permitted.
33. The event must not exceed attendance limits set in the Event Licence and/or the limit agreed by TEO. The EP must ensure accurate attendance calculations are available for inspection at any time by TEO, for example exact numbers on site at any time. This may also be monitored independently by TEO.
34. All alcohol consumption (if applicable) must be restricted to the Licenced Area defined by the red line (within the event area). Event Security staff must advise the public of the site conditions at the main entrances – i.e. public space alcohol policy.
35. **The EP shall hold as a minimum £10m public liability and £10m employer's liability insurances.** TEO/DCSDC reserves the right to contact the insurer to verify the documentation provided. EP shall ensure that the Insurer will confirm the level of insurance to a TEO official. This approval must be contained within the Event Plan.
36. Health and Safety and Fire Safety statutory requirement for events shall be the sole responsibility of the EP and all approvals included in the Event Plan.
37. The EP must attend and present their final event plan to the Safety Advisory Group for review. **The Event and Safety Plan must be approved by all relevant authorities and have all relevant certifications included and be submitted 8 weeks before the event to allow for TEO/DCSDC consideration.**
38. The EP must indemnify TEO of all liabilities associated with the event including any loss, damage or injury to any property or person by reason of any act, neglect or default.
39. **TEO requires the following documents as part of the Event and Safety Plan:**
 - Stewarding Plan
 - Traffic Management Plan

- Noise Management Plan
- Communication Plan (covering all relevant agencies, stakeholders and security staff)
- Complaints Procedure
- An alcohol/drugs Policy
- Dealing with vulnerable people policy
- Risk Assessment
- Entertainments Licence (if applicable)
- Relevant Insurances
- Cleaning Schedule
- Equipment certification (if applicable)
- SIA Licence details
- Proof of competency of staff
- Site map with structures marked
- Specifications and dimensions of any large scale or weighty structures required

CHANGES TO THE EVENT PLAN

40. There should be no significant changes to events plans within the 8 week period. TEO will assess if the changes are deemed significant. Minor changes may be considered by TEO. Written confirmation from a relevant qualified person confirming that the change does not affect any certification or statutory requirement already received must be provided and ensure that it does not change or adversely affect the already submitted Council, fire, health and safety or other certifications or approvals received.
41. If TEO or the EP considers that the event has significantly changed, all Health and Safety provision must be reviewed and certified in writing by an approved appropriate person including the impact on the entertainments licence issued by DCSDC. DCSDC must be notified in writing of any change.

COMMUNICATION

42. The EP must attend all pre and post event meetings with TEO representatives. Local residents and site tenants and other interested parties may also be invited.
43. The EPs shall ensure that a direct line of communication is established, maintained and communicated clearly between event security and TEO staff. This should be completed at least four hours prior to the event start time and recorded in the Event and Safety Plan.
44. The EP must ensure all security staff are suitably qualified, licenced personnel and the names, SIA badge number and validity dates of all security staff must be provided in advance of the event. The Event Plan must list all security personnel and their roles. For example, site entrance 6 Guards, SIA approved. All SIA

licences must be valid for the duration of the event. TEO/DCSDC will inform SIA of all approved events. The Event may be cancelled if the allocated safety guarding recommendation is not met as this is a significant health and safety matter.

45. Event briefings for all relevant staff including key event security personnel and TEO must be completed at least four hours before the event commences. The EP must attend and TEO/site security representatives invited.
46. A complaints procedure must be included in the Event and Safety Plan and be in place. The EP will manage all complaints/incidents and all details and actions taken must be included in the post event report. The Event Promoter has the first right of reply. If the complainant is not satisfied with the initial response, TEO must be informed. TEO and site security should be immediately notified of any significant incidents.
47. Site tenants and neighbours must be informed by the EP of an event, in writing, at least 6 weeks before the event commencement date, including details of the complaints policy. TEO must receive a copy of the resident and tenant letters and a distribution list as part of the Event and Safety Plan.
48. The EP shall ensure that adequate signage is erected guiding people to the event space and may be required to guide the public to other site businesses on the site or park services. All signage must be removed before decant and is to be provided at the EP's expense.
49. If there is more than one event held on any of the sites at the same time, the EP shall include a written Communications Plan in the Event Plan specifying how each event will work closely with all relevant parties to ensure the safety of all tenants, staff, public and patrons.
50. Any issues, irregularities, complaints and damages or losses must be reported to TEO immediately.
51. A post event report must be completed by the EP and submitted to TEO within 4 weeks of decant. These may be used to assess to future applications.
52. The logo of the Department and the 'Your Ebrington' logo must be displayed on all promotional material relating to an approved event. Details of the logo specification and the rules regarding its usage will be provided on approval or the application. All documentation and other materials using the TEO or Ebrington logos, must be approved in advance by TEO. TEO must be informed of any media campaign to promote the event and the detail of the campaign included in the Event Plan. All promotional material must be removed across the site and City in the decant period by the EP.

CHARGES AND FEES

53. The EP shall be responsible for all charges and fees associated with the event. VAT is not payable for events. The charge is payable to TEO on receipt of the event licence. Charges are outlined below. The final cost will be agreed on submission of the final event plan.

Commercial event on trading days	£500
Commercial event on non-trading days	£200
Non -commercial event	£200

54. Payment must be made in advance of attendance on site. TEO will refuse entry without payment.

55. The EP must ensure that TEO is not liable for any loss, damage or injury to any property or person or persons suffered, by reason of any act, neglect or default of the user within the Ebrington site.

56. TEO/DCSDC reserves the right to recover any and all costs incurred by TEO/DCSDC in the facilitation of events.

57. Payment should be made via BACS to:

The Executive Office
Danske Bank
Sort Code: 95-01-21
Account Number: 00168351

CARE OF THE SITE

58. All sites must be left 'as found' post event. Any and all repair costs will be borne by the EP. A condition survey will be carried out by TEO/DCSDC prior to set-up and following the event.

59. Sites are to be 'used, not abused'. If it is considered by TEO that the EP has not taken due care with any area of the sites any subsequent application for use of event space may be rejected.

60. The site is defined as ALL areas within the Ebrington site, not just the rentable area. The EP is responsible for all event related matters on the site.

61. All bins should be emptied within one hour of event closure. Bins should not be allowed to overflow. Bins should be emptied regularly, and litter kept to a minimum across the entirety of both event sites during any event held on either site.

62. EPs must ensure a power wash of the event site and cleaning of the public toilets immediately after use. See Annex C Maintenance and aftercare guide which must be adhered to.

63. The EP shall accept responsibility for any damage caused to any area of the Site during the event, including set-up and decant that was not evident in the condition survey. Due care shall be taken to avoid damage to all site surfaces. Grass and hard surfaces, buildings and land on the sites.
64. If for example a stage, temporary seating, marquee, amusement ride, electrical connections or other structure is erected on site the structure/equipment must be included in the Event Plan and a certificate completed and signed by a suitably competent person must be forwarded to TEO immediately post construction or connection confirming it meets all statutory requirements and is safe for public use. The Event Plan must contain a list of these items confirming a date when certification will be available prior to the event. TEO retain the right to close the structure if any of these conditions are not met. HSE approval may also be required.
65. Anchor points and fixings for marquees or other structures must not be imbedded in the surfaces, trees or benches of Ebrington, nor must they be placed in direct contact with the surfaces, a barrier must be installed. Marquees and other structures shall be ballasted by other means. All ballast or stabilising materials must be isolated from contact with surfaces at all times. The detail and images must be included in the event plan and included in the post event report.
66. The EP is fully responsible for waste management during any event. Sites must be left clean, litter free each evening after the event. The area must be cleaned after each night of an event. Details of the cleaning routine for the sites must be included in the event Plan.
67. TEO must approve all generator use on the sites. Details of generators must be included in the event plan, including details on how it is isolated, fire equipment and certificates for users of the equipment. Generators must be diesel powered; petrol is not permitted.
68. The grassed area on the river side of the Square must not be used for ballast. This is to protect the integrity of the Scheduled Monument Star Fort Wall on the other side of the glass partition. Failure to comply with this condition will lead to cancellation of the event. The area may be used by the public but be restricted in number as directed by TEO. Other grassed areas can be used but all reasonable care must be taken to ensure the lawns will return to their original condition within a time specified by TEO. Covers may be required. The EP will be asked to repair these areas if this condition is not met or the grass and surface is not left as found post event. Ebrington site maintenance contractor maintenance team will inspect all areas including the grassed areas and report on repairs. The EP is responsible for the cost of repair. The quality/suitability of any repair must be accepted by TEO.

Please see document below detailing care of Square surface. Mild detergents only should be used if power washing is not sufficient.



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Maintenance & Afte