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SCARBOROUGH BOROUGH COUNCIL

Events Policy for Whitby Harbour Land

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Author	Petra Jackson, Senior Performance and Governance Officer
Owner	Regulation and Governance Services
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REVIEW HISTORY

Date	Reviewed By	Version	Any Revisions?
October 2015	Ian Vasey	0.2	
December 2016	Ian Vasey	0.2	N/A
November 2018	Ian Vasey	2	Updated organisation lists

REVISION HISTORY (only required where changes made)

Date	Revised By	Version	Description of Revision
October 2012	Ian Vasey	0.1	Creation of Policy
November 2018	Ian Vasey	2	Updated organisation lists

DOCUMENT REVISION APPROVALS

Version	Approval	Date
	Cabinet	
	Council	

Events Policy for Whitby Harbour Land

Areas of Harbour Land on which Events may potentially be held

Paved Area at Dock End
Tarmac Area at Dock End
Bandstand Area
Endeavour Wharf
West Pier
Marina Front

Maps of areas (Annex 1)

Entertainments Licence

An entertainments licence is currently in place for the Dock End areas and the Bandstand area.

Organisations and Events

Use of Harbour Land by organisation will be considered on an individual basis in consultation with the Borough Harbour Master, Portfolio Holder or Director.

Events should not have any detrimental effect on the operations of Whitby Harbour and events will be considered taking into account the operational requirements of Whitby Harbour.

Events may provide a net benefit to the community/tourism in Whitby and where practical organiser will be encouraged to invite local businesses to participate.

Charitable Organisations

Charitable organisations which have historically used any of the areas within the previous two years are listed at annex 2 and these organisations as well as any new charitable organisations that approach the Harbour with a view to holding an event on its land will be required to fulfil the requirements for use as set out below (and where it is deemed appropriate pay a fee).

Commercial Organisation

Approaches received from commercial organisations which aim to promote or generate revenue from the use of the area will be required to fulfil the requirements for use as set out below and pay an appropriate fee as agreed by the Borough Harbour Master and Portfolio Holder or Director.

Performances

Use of the areas for music and dance performances for the benefit of the general public with or without collection of monies will be treated as a charitable organisation and the organisation providing the performances will be required to fulfil the requirements for use set out below (and where it is deemed appropriate pay a fee).

Displays

Any clubs/organisations wishing to create a display for charity must accompany any application with a letter of support from their nominated charity and the organisation providing the display will be required to fulfil the requirements for use as set out below (and where it is deemed appropriate pay a fee).

Requirements for Use:

Each organisation must provide as a minimum a valid copy of their Public Liability Insurance from a reputable insurer with a minimum limit of liability of £5,000,000 for any one claim in relation to the event with exceptions.

Additionally

Charitable Organisations:
Street Collection Permit (if appropriate)

Displays:
Letter of authorisation from nominated charity (if appropriate).

Application Form and Event Licence Terms and Conditions:
Organisations will be required to complete the requirements of 'Application Form to hold an Event on Harbour Land owned by the Council' (annex 3), provide associated documents and adhere to the Council's Event licence terms and conditions attached to the Application Form.

Timescale / Availability

The Harbour will endeavour to ensure that Charity organisations will be in line with current existing practice (A maximum of 3 days per year on a weekend or 5 days per year on weekdays) however events will be viewed on an individual basis in consultation with the Borough Harbour Master, and Portfolio Holder or Director.
Reservations for the areas will be made via the Whitby Harbour Office.

Alternative areas of the harbour land will be offered where practicable should a conflict of reservations exist.

Discretion will be applied on all occasions as any event held on harbour land must not adversely impact upon normal harbour operations.

Fees and Payment

Authority to set the fees and charges for events will be delegated to the Portfolio Holder or Director with the aim of achieving best value for the Council. Fees will, as far as possible, be in line and comparable with other events held on Harbour/Council land throughout the Borough with each approach being individually assessed.

Any applicable fees will be invoiced and should be paid within 14 days of the invoice date as per Council Policy, where possible before the event takes place.

Any deviation to the above will be at the Borough Harbour Masters discretion.

The granting of permission for the use of the areas of harbour land can be withdrawn at any time at the discretion of the Borough Harbour Master in conjunction with Director and Portfolio Holder.



For Further Information, Call: 01753 834444
 or Email: info@scarborough.gov.uk
 (Scarborough Borough Council number: 190002027)

Scale: 1:8070
 Date: 22/02/2011

Annex 2

Previous charitable organisations which have used harbour areas for fundraising events:

Alzheimer's Society
British Heart Foundation
Cancer Research
Churches Together
Fishermen's Mission
Guide Dogs for the Blind
Help for Heroes
Macmillan Cancer Support
Oxfam
Royal British Legion
RNLI
St Bartholomew's Church
Wetwheels Yorkshire
WHISH
Whitby Christian Fellowship
Whitby Dog Rescue
Whitby Guide Unit
Whitby Lions
Whitby Rotary Club

Previous performances / displays which have used harbour areas:

Club England
Deep Carr Brass Band
Diabetics Awareness Day
Emergency Services Day
Eurotravel – foreign bands
Guisborough Salvation Army Band
Jaguar Club
Lady Georgianna
Neighbourhood Watch
North Yorkshire Fire and Rescue
Norwegian Bands
Oscar Band
Ruff Diamond Crew
SBC Recycling Trailer
Skelton Band
Stroke Awareness
Three Coasts Tractor Run
Vintage Motor Cycle Club
Vintage Car Clubs
Whitby Cardiac Support
Whitby Schools Music Centre
Whitby Spring Session
Yorkshire Coast Morris Dancers

Previous other organisations / tourism / community events:

40's Weekend
Blessing of the Fleet
Boxing Day Dip
Christmas Lights Switch On
Cop A Lot
Dale Milne Fundraising
Eastside Community Centre
Esk Valley Railway
Hope Animal Shelter
Remembrance Service
West Cliff School
Whitby Air Cadets
Whitby Cricket Club
Whitby Folk Week
Whitby Hospital League of Friends
Whitby in Bloom
Whitby Pirate Day
Whitby Regatta
Whitby Seals
Whitby Town Football Club
Whitby Underground Event
Whitby War Weekend
Yorkshire Day
Zoe's Place

Parking:

Action for Blind
Kirkley Lodge Day Centre
One Bus
Yorkshire Water
UK Border Force
Environment Agency

Application form to hold a Community Event on land owned by the Council



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This form contains:

PART 1

Terms and Conditions

PART 2

Additional Information For Event Organisers Using Council Land and the Beaches

PART 3

YAS Event Notification Form to be sent directly to events@yas.nhs.uk

All of which should be read prior to completing part 4.

PART 4

The application form

TERMS & CONDITIONS relating to holding an event on Land owned by Scarborough Council

1. *No Relationship of Landlord and Tenant*
Nothing in this Licence shall be construed as in any sense creating a relationship of landlord and tenant between the Council and the Licensee
2. *User*
The Licensee has the right to stage the Event at the Venue in the Designated Area subject to the terms of this Licence
3. *Licence*
The Licence shall be personal to the Licensee.
4. *Designated Area*
The area that has been designated for use by the Licensee defined by reference to the Venue and the site map attached to this Licence
5. *Area*
The Licensee has non exclusive possession of the Designated Area.
6. The person to whom the rights mentioned overleaf are granted (hereinafter called the Licensee) will not:-
 - a) Use the Designated Area for any purpose other than that specified on the application form
 - b) place on the Designated Area any structure of any description without the previous consent in writing of the Council;
 - c) assign or extend to any person or persons the benefit of the rights granted or any part of them or any interest in them;
 - (d) permit or suffer to be done on or in the vicinity of the Designated Area any act or thing which may be or become a nuisance or cause annoyance or disturbance to the Council or its tenants or the general public;
 - (e) without the written permission of the Council allow any member of the organising body or any performer to speak sing or do anything upon the stage or display or use thereon any property or dress which has the nature or the character of an advertisement except in so far as the Council recognises that the performers and the organising body may, during the course of the performances, promote their or others work and associated products either verbally or through the use of clothing signs and symbols.
 - (f) or allow any performer to, speak sing or do anything upon the stage or display or use thereon any property or dress which is considered by the Council to be immoral or obscene
7. The Licensee will:-
 - (a) pay in addition to the Fee all rates, taxes and assessments payable in respect of the rights hereby granted;
 - (b) use the Designated Area at his own risk and not hold the Council responsible in any way whatsoever for any loss, damage or expense suffered or caused by the Licensee in any way. And further to indemnify and keep indemnified the Council against all actions, proceedings, suits, costs, claims, demands or expenses which may be brought or made against the Council or may on account of its having entered into this Licence or by reason or in any way arising out of the provisions hereof or anything done by the Licensee in exercise or purported exercise of the Licence hereby granted and to take out in the joint names of the Council and Licensee in some insurance office to be approved by the Council's Head of Finance an insurance policy to cover fully such indemnity and to produce to the Head of Finance the said policy and the receipt for the current premium in respect thereof;
 - (c) procure public liability insurance in the sum of £5 million pounds (five million pounds)
 - (d) in all things appertaining to the exercise of the rights granted obey the direction of duly authorised Officers of the Council;
 - (e) ensure that the Designated Area is left in a clean and tidy condition to the satisfaction of the Council at the end of the Event
 - (f) consult the fire services ambulance service maritime coastguard agency and police if required to do so by the Council

8. This agreement and the rights hereby granted may be revoked forthwith by the Council by notice in writing at any time if the Fee or any part of it is in arrears for fourteen days (whether formally demanded or not) or if the Licensee commits any act of bankruptcy or fails to observe and perform any of the terms and conditions of this agreement.
9. **Insurance**
It should be noted that prior to the Event beginning it will be a condition of the Licence that the Licensee produces proof of their public liability insurance.
10. **Termination**
If this Licence is terminated by the Council for reason of any breach of these Terms and Conditions the Licensee will not be entitled to any reimbursement of the Fee which has already been paid or is owing.

Guidance For Event Organisers Using Council Land and the Beaches

You are **strongly** recommended to start planning your event at least 6 months prior to the event in order to allow sufficient time for the services to process your application and for you to contact the responsible authorities for any advice on holding that event.

1) INITIAL INQUIRIES

1a) Event organisers are advised to inquire about event date availability in the first instance by contacting events@scarborough.gov.uk 01723 383 615

An event application form will be sent for you to complete and return to start the initial inquiry.

A reply to the initial inquiry can take up to 10 working days before any event planning should take place.

1b) You should be aware that the type of event you are planning may incur such costs as the following:

- Car Parking/Parking requirements
- Temporary Traffic Management requirements
- Advertising the Road Closure notice
- Cleansing
- Damage to property
- Site fee
- Licensing (TENS and charity collections)

2) CAR PARK/PARKING AS PART OF THE EVENT

Council car parks should not be regarded automatically as places to stage events and their use may not be approved.

All special car parking or car park requirements that have a direct implication on the proposed event taking place should be discussed and have confirmation directly from Car Park Services before proceeding with any event organising.

Contact Parking Services: 01723 232 323 Parking@scarborough.gov.uk

Other parking information and forms: <http://www.scarborough.gov.uk/Default.aspx?page=6861&key=P>

When advertising your event give details of parking arrangements:

Scarborough Park and Ride system <http://www.scarboroughparkandride.co.uk/>

For a copy of the parking guide:

http://www.scarborough.gov.uk/pdf/Scarborough_%20Parking_Guide_2008.pdf

3) USE OF HARBOURS AS PART OF THE EVENT

Any event that takes place on Scarborough, Whitby & Filey harbour land that has a direct implication on the proposed event taking place should be discussed and have confirmation directly from the Harbour Master before proceeding with any event organising.

Contact: Harbour Master: 01947 602354

3a) Whitby Harbour Land

Bookings for Whitby Bandstand and outside Whitby Tourist Information Centre (i.e. Dock End) should be directed to Whitby harbour office 01947 602354

Dock End, Whitby - please be aware that no vehicles of any sort are allowed on the paved area due to the inherent weakness of the paving slabs and associated liability risk and repair costs.

3b) Coastguard

Out of courtesy, please inform the coastguard if your event is on a beach or on the sea.

Humber HQ for all SBC areas 01262 672 317

4) RESPONSIBILITIES OF THE EVENT ORGANISER

Once you have received written approval that your event date is available and you have confirmation of any other special requirements e.g. parking, road closure, you will be responsible for carrying out the following (if applicable):

4a) Traffic and Pedestrian Management / Road Closures

TRAFFIC MANAGEMENT (North Yorkshire County Council Highways / Whitby Area Office)
0845 872 7374

North Yorkshire County Council Highways has issued a protocol to provide advice to Event Organisers to enable them to understand and manage the risks associated with events on or affecting the Highway. The document explains the actions required by Event Organisers in order that the Traffic Authority can demonstrate that any resultant disruption to road users has been minimised as required by the Network Management Duty. The document can be found on the County Council's website at;
<http://www.northyorks.gov.uk/CHttpHandler.ashx?id=18984&p=0>

There is also other useful information on their website www.northyorks.gov.uk

Road safety and traffic management arrangements for vehicles and pedestrians must be considered at an early stage. You should allow the NYCC Highways a minimum of 12 weeks to process your application. If your Traffic Management proposals are not finalised and approved by Highways, then you may not be granted temporary road closures etc. In extreme cases, where Highway safety concerns have not been resolved, Highways may advise that your event should not take place.

4c) Cleansing

You will be responsible for leaving the venue site in a litter free state. You must also make arrangements for the disposal of all waste generated by your event. If the site is not cleared appropriately, a charge for cleansing will be incurred and sent to the event organiser.

If you require Environmental Services to arrange additional cleansing/ waste collections, please be aware there will normally be a charge for this service.

Contact paul.thompson@scarborough.gov.uk 01723 383 115

4d) Damage to the site

Any damage to the event site including any buildings, monuments, grassed areas, fences or trees etc must be reported immediately and claims for damages will be made through the events' insurance.

Contact: events@scarborough.gov.uk 01723 383 615

4e) Advising businesses

Out of courtesy to concession holders and local businesses, please introduce yourself to them at least six weeks before the event and confirm the event date together with details of the event and most importantly details of any road closure.

4f) Parking Arrangements

When advertising your event give details of parking arrangements:

Park and ride system <http://www.scarboroughparkandride.co.uk/> scroll down page to see title page.

Park & Ride leaflet

<http://www.scarboroughparkandride.co.uk/pdf/nycc-scarborough-park-and-ride.pdf>

Other parking areas: <http://www.scarborough.gov.uk/Default.aspx?page=6861&key=P>

6) LICENCE REQUIREMENTS

6a) Temporary Event Notice (TENS)

You may be required to submit a Temporary Event Notice if you intend holding any licensable activities, such as:

- The sale by retail of alcohol
- The supply of alcohol by or on behalf of a club to, or to the order of, a member of the Club
- Provision of Regulated Entertainment (i.e. plays, films, indoor sporting events, boxing or wrestling entertainment, live music, recorded music, performance of dance, anything of a similar description)
- Provision of Late Night Refreshment (11am – 5am)

There are certain limitations regarding this Notice:

- The number of times a person may give a temporary event notice is **50** times for a Personal Licence Holder and **5** times for a non Personal Licence Holder.
- The number of times a temporary event notice may be given is restricted to **12** times in any calendar year.
- The maximum length of time a temporary event notice may last is **96** hours.
- The maximum aggregate duration of the periods covered by temporary event notices is **15** days per calendar year; and
- The scale of the event in terms of maximum number of people attending at any one time is **499**. Any more persons attending the event and a Premises Licence will be required. This can take anything from a minimum of 28 days and where there are objections could take considerably longer.

You are advised to consider your licensing requirements well in advance and in particular it is strongly recommended that you:

- a) Liaise with the Police Licensing Officer based at Scarborough Police Station **prior** to submitting your Temporary Event Notice to avoid any potential representations against your Notice;
- b) Submit your application to the Licensing Authority and Police well in advance and not leave submission to the statutory 10 working days' deadline. Late applications are considered invalid and you will not be permitted to hold your event. By submitting them early this will thus avoid disappointment;
- c) Submit your application on a week day and in any event by 12 noon on a Friday. This will ensure a speedy response to your application and will avoid any early Police intervention;
- d) Submit a copy of your Police application to the Police Licensing Officer at Scarborough Police Station at the same time you submit your application to the Licensing Authority – again failure to do so will result in the application being invalid.
- e) Mark your envelope to the Licensing Authority clearly in red "For the urgent attention of the Licensing Manager" and write "T.E.N." in red at the top left hand corner of that envelope.

Please note the minimum requirement for receipt of such a Notice is **10 clear working days prior to the event. Avoid disappointment and submit early.**

6b) Charitable Collections

If you intend to collect money at your event from the general public for charitable purpose, you will need to apply for a Street Collection Permit. There is no charge for this Permit, however, you will need to complete an Application Form and submit an authorisation letter from the charity/organisation you intend to collect for. After the event, you will then be required to submit a Financial Statement of your expenditure/income from the collections. This form is included in the Application Pack.

If you are in any doubt contact Licensing Services on 01723 232323 and ask for a Licensing Officer or e-mail: licensing.services@scarborough.gov.uk.

7. Sustainability Statement

The Council has a Sustainability Policy that encourages the use of environmental practices within its own operations and encourages the community to undertake these practices in a similar vein.

Sustainability is about recognising that we have to manage our resources in a way that gives consideration to conservation and protection of the environment for present and future generations. For example, reducing our carbon emissions to reduce the worst impacts of climate change such as flash floods in winter and summer droughts.

Living sustainability also means we do not use up resources faster than they can be replaced (e.g. trees for timber, paper and fuel) and that we need to manage our natural non-renewable resources (coal, oil, gas) wisely because they are running out.

Sustainable Practices When Organising Events

Sustainable practices for greener events are important in event management by organisers to reduce environmental impacts. For example, the Sustainability Standard for events ('BS 8901 sustainability for events') is recognised as being integral to the success of the 2012 Olympic strategy.

We encourage you to think about the impact that your event has on the environment and to take responsible actions to reduce potential impacts. We would encourage you as a matter of good practice to submit a 'sustainability statement' with your application which should briefly explain how you intend to make your event more greener.

For example, a paragraph or two is required for each of the following headings: waste and pollution (rubbish and noise); CO2 emissions (power and transport); and Sourcing (food drink and other products):

CO2 emissions (power and transport): Cutting down on transport can be difficult for events, particularly as in most cases the event infrastructure (toilets etc) has to be brought to site. In many cases the majority of visitors/guests will still come by car. But the increasing costs of fuel and awareness of our carbon footprints will mean that local sourcing and car free options will be vital to a successful event. Even the smaller, local events can benefit from reducing their carbon.

- Briefly outline how you propose to encourage alternative modes of transport to the event, for example, that you will provide information to attendees about local public transport (with pedestrian routes) and encourage its use.

Waste and pollution (rubbish and noise): Waste is a huge issue for outdoor and community events. The amount of waste that is produced by traders and the public may be surprising! Most events have recycling bins available, so the public are used to putting their rubbish in different bins. In fact, many people will notice more if you *don't* provide recycling facilities and may take away a negative view of the event. Make sure any traders on site recycle as well (especially cardboard). Increasing recycling will also help to decrease removal costs for waste to landfill. Ensuring all rubbish is cleared and the site left in good condition is vital, and a strong rubbish removal/recycling plan will help. How you serve food/drink is important as well, reduce as much waste as possible like using napkins instead of paper plates and refilling cups. When you do provide plates, cutlery etc try to use recycled materials and paper that can be recycled, instead of plastic that needs to go in the bin.

- Briefly outline how you propose to clear up the site and ensure the site is left in good condition. For example, you might write in your sustainability statement that you will employ a specialist company to litter pick on site/remove waste and provide recycling.

Sourcing (food, drink and other products): Whether you are providing all the food and drink (and products) yourselves, or inviting in specialised traders, your choices can have a huge impact. Sourcing as locally as possible, from milk to tom-bola prizes, is a good way to reduce transport miles and support the local economy and communities – and to celebrate local distinctiveness. Choosing seasonal and organic food is also a plus. If prizes and items for sale are not homemade locally, ensure that the people who produced them were given a fair deal and good working conditions.

- Briefly outline how you propose to source your food, drink, and other products. For example, that you will approach local businesses and contractors to support the event.

Many practical suggestions are highlighted throughout the accompanying document (available on request) **‘Guidance for Festivals and Events – a guide for organisers’** for some practical ideas that you can draw upon in writing your sustainability statement.



Event Notification Form

1. Details of Organiser

Name of organisation (including address)	
Organiser's name(s) (including address)	
Contact number	
Email address	

2. Details of the Event

Name of event	
Date(s) and time(s) of event	
Location of event (including postcode)	
First aid provisions	
Maximum number of persons intended to be admitted to event	

<p>Full details of the event (including any entertainment, shows or displays eg fireworks etc)</p> <p>(use separate sheet if necessary)</p>	
<p>Name(s) of any bands/artists who may be performing</p>	
<p>Please email completed form to: events@yas.nhs.uk</p>	
<p>For internal use only:</p>	
<p>Date received</p>	
<p>Date distributed</p>	
<p>Other documentation received (ie risk assessment, copy of insurance etc.)</p>	

Please email completed form to: events@yas.nhs.uk

Application form to hold a Community Event on land owned by the Council

Part 4



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Date

Title of Event

Venue

Type of Event:

Anticipated attendance

Are you charging an Entry Fee?

Time of Event

From

To

Setting up time

Clearing up time

From

To

From

To

Name of Organising Body

Contact Details

The Individual Named in this section will be the Licensee and will be deemed to be acting for and on behalf of the Organising Body

Name

Address

Post Code

Tel No

E-mail

Evening

Please give details of your arrangements for the following

What equipment will you be using?	
What security arrangements will you have to manage the public and participants?	
What First Aid cover will you have?	
What arrangements will be made for the collection of litter during and after the event? You will be required to dispose of your litter responsibly and not use street bins.	

What toilet provision will be made?	
Will you be selling - Alcohol/Refreshments/Goods?	
Do you need a TENS licence? (Separate form required from Licensing) Licensing.Services@scarborough.gov.uk 01723 232323	
Are you organising a street collection on behalf of a charity? (Separate form required from Licensing) Licensing.Services@scarborough.gov.uk 01723 232323	
Please read and apply NYCC Highway's Event Planning Protocol, available on their website at; http://www.northyorks.gov.uk/CHttpHandler.ashx?id=18984&p=0 In particular, have you considered the implications for traffic and pedestrians, and prepared a Traffic Management Plan (which must be approved by NYCC Highways)?	
Do you need special car parking arrangements? (Separate form required from parking services) Parking.SBC_PO.SBC_DOM@scarborough.gov.uk 01723 232323	

Organisers should consult the following services (where applicable) :
Give details

Police Events Officer 01723 509 565	
Ambulance Service Please complete the YAS Event Notification Form see Part 4 of this document and send directly to events@yas.nhs.uk	
Maritime Coastguard Agency Humber HQ for all SBC areas 01262 672 317	
Fire Service Station Manager 01723 37 44 33	

You are strongly recommended to start planning at least 5/6 months prior to the event in order to allow sufficient time for the services to process your application and to contact the responsible authorities for any advice on holding your event.

When will I know if the event can go ahead?

- Depending on the complexity of the event and your requirements, the initial response could take up to 10 working days.
- Once you have been informed that the date and venue is available, you will be able to start organising your event.

You will only receive permission to hold the event once you have shown that all your arrangements are in place by sending copies of the following:

- 1) A Health & Safety Risk Assessment for the event
- 2) A valid copy of your Public Liability Insurance Cover to £5 million
- 3) An Event Plan i.e. information booklet with details of how the event will proceed, who is responsible for what, contingency planning, contact details, emergency plans etc.
- 4) Site Map of event indicating boundaries, location of security, location of gates, location of public toilets, car parking and all other details as requested by Scarborough Borough Council
- 5) Approval of your Traffic Management Plan by North Yorkshire Highways. This may include, for example, Road Closures and diversionary routes for traffic, temporary speed limit reductions, pedestrian safety measures, advance warning signing of the disruption your event may cause.
- 6) Proof of additional permissions – e.g use of SBC car park, suspension of on-street car parking spaces

Scarborough Borough Council retains the right to cancel the event at any time without notice and is subject to the Terms & Conditions in Part 1 of this document.

- Please return the completed and signed application form (Part 4 only, remember to keep a copy for your records) to rowena.marsden@scarborough.gov.uk

NB. Only applications received by email can now be accepted

- Remember to sign and date the application otherwise it will be returned to you. (This may cause a delay which could effect the time you have to organise the event)

I confirm that I have the authority to bind the Organisation that is staging the Event and that I agree to be bound by the Terms & Conditions of the application.

Signed by Licensee.....Name.....

Position in Organisation.....Date.....