

# CYNGOR SIR CEREDIGION COUNTY COUNCIL

## CONDITIONS FOR THE USE OF ABERYSTWYTH BANDSTAND

1. (1) The area to be used shall be defined by a duly authorised Officer of the Council.  
  
(2) Any directions or instructions issued by a duly authorised Officer of the Council shall be complied with.  
  
(3) Your organisation shall ensure, at its own cost, if so required, that the permitted area is cordoned off to the satisfaction of the Council.  
  
(4) **Permission to sell food or refreshments is not included in this licence.**
2. If any changes regarding the hours for the use of the bandstand are required, then a notice in writing is to be forwarded to the Estates Section no later than 7 days prior to the first date of your booking. Changes to times will not be permitted if less than 7 days remain before occupation.
3. **Notice of cancellation:**
  - a) **30 days or more notice - a full refund less the administration fee of £26.00**
  - b) **Between 30 to 14 days - refund of half the fee less the administration fee of £26.00**
  - c) **Less than 14 days - No refund.**
4. **The payment of all sums due shall be made 14 days after the date of the invoice.**
5. In relation to the use of the Promenade, your organisation shall inform the Police and Fire Brigade of your intention to hold the event, and any instructions or directions issued by them shall be complied with.
6. The names and addresses of those persons organising the supervising of the event shall be notified in writing to the Council prior to the event. The organiser should arrange for a competent person to attend the bandstand at the agreed time for an induction and handover of the responsibility for the premises. Any abortive visits may incur additional charges.
7. In the event of any damage being caused to the property or anything thereon, including plant and machinery or any article being supplied by the Council, your organisation will immediately, as its own expense, make good all such damage or loss and in the event of its failure to do so, your organisation irrevocably authorises the Council to make good such damage or loss and indemnifies the Council against all proper costs, charges and expenses in respect thereof.
8. An adequate public liability insurance policy of at least £5m shall be taken out in respect of the event and a copy thereof produced to the Council prior to the event.
9. Your organisation shall indemnify the Council in respect of any claim made for any loss or damage or injury to property or persons occurring during the event.

10. A proper number of attendants and stewards for efficient supervision of the event and for the safety and preservation of order shall be provided by the event organiser.
11. Any equipment the organisation may bring to the property shall be brought at its own risk and the Council shall not be liable for any damage or injury to such equipment caused by the negligence of the event organisers or by the acts or defaults of any third parties. Any electrical equipment shall have a valid and current PAT certificate.
12. Your organisation shall not do, permit or suffer to be done upon the said property, any act or thing which may be or become a nuisance or cause damage or be an annoyance or disturbance to the Council or owner or occupier of any neighbouring premises.
13. When appropriate, adequate precautions will be taken to prevent oil/fluid spillage by the use of trays underneath all vehicles.
14. **No motor vehicles whether associated with the event or otherwise are to be permitted to park on the promenade.**
15. Adequate precautions must be taken to ensure that the event does not endanger other persons using the property.
16. It is recommended that an appropriate First Aid Kit is taken to the site and a person is present, who is qualified, to administer First Aid.
17. It is recommended that those responsible should ensure that they are in a position to summon the emergency services if necessary.
18. All litter, debris etc. is to be removed from the sites after the event, and the sites left in the condition it was found by. The property is to be left in a clean and tidy condition and all refuse and rubbish (including glass) associated with and attributable to the event is to be cleared immediately after the event. There may be a charge for the disposal of any rubbish or for cleaning where the bandstand is left in such a condition deemed to require additional cleaning work other than what is deemed to be acceptable for normal use.
19. A 3m thoroughfare is maintained **at all times** for members of the public to pass along the promenade.
20. If the organisers are arranging a Charity Collection during the event, they will need to get permission from the Licencing Department for a collection licence.
21. The event organiser(s) is responsible for Fire Safety compliance within the bandstand for the entirety of the event.
22. Smoking is not permitted within the bandstand at any time.
23. No alcohol to be brought or consumed on the promenade or the bandstand.
24. The maximum occupancy figure for the Bandstand is 100 people, including both attendees and performers, and must not be exceeded at any time

25. Although Wifi is available at the property, the provision of which is not prerequisite of occupation, no compensation is payable should Wifi not be available on the date(s) of occupation.
26. Consider if any infection prevention or control measures are required such as increased ventilation, hand washing, reminding participants not to attend if they have symptoms of any infectious illness and if suitable cleaning regimes are in place.
27. **At no time will the event organiser(s) leave the bandstand unattended. Organisers are to maintain a presence on site until a member of the Facilities Team has arrived to secure the premises.**
28. **Should the bandstand or promenade be left in a condition whereby cleaning is required, the Council reserves the right to seek reimbursement from the licence holder as a result. A minimum charge of £100 will be payable.**