



14 February 2022

Dear Amelia,

LETTER OF AGREEMENT

Please sign and return this letter of agreement as confirmation of the following event:

Event Name: Beach Cleans

Organisations: Friars Cliff Beach Care

Highcliffe Beach Clean Team

Mudeford Quay Clean-up Crew

Date: Various Dates – see below

Time: Various Times – see below

Location: Various Locations – see below

Cost: N/a

16th January 2022	Friars Cliff Beach	10:00am – 12:30pm
15th May 2022	Friars Cliff Beach	10:00am – 12:30pm
7th August 2022	Friars Cliff Beach	10:00am – 12:30pm
13th November 2022	Friars Cliff Beach	10:00am – 12:30pm
5th February 2023	Friars Cliff Beach	10:00am – 12:30pm
9th January 2022	Highcliffe Beach	10:00am – 12:30pm
20th March 2022	Highcliffe Beach	10:00am – 12:30pm
10th July 2022	Highcliffe Beach	10:00am – 12:30pm
16th October 2022	Highcliffe Beach	10:00am – 12:30pm
8th January 2023	Highcliffe Beach	10:00am – 12:30pm
29th January 2022	Mudeford Quay	09:30am – 12:30pm
26th February 2022	Mudeford Quay	09:30am – 12:30pm
26th March 2022	Mudeford Quay	09:30am – 12:30pm
23rd April 2022	Mudeford Quay	09:30am – 12:30pm
21st May 2022	Mudeford Quay	09:30am – 12:30pm
25th June 2022	Mudeford Quay	09:30am – 12:30pm
23rd July 2022	Mudeford Quay	09:30am – 12:30pm
27th August 2022	Mudeford Quay	09:30am – 12:30pm
24th September 2022	Mudeford Quay	09:30am – 12:30pm
29th October 2022	Mudeford Quay	09:30am – 12:30pm
26th November 2022	Mudeford Quay	09:30am – 12:30pm
17th December 2022	Mudeford Quay	09:30am – 12:30pm

I now set out here under the terms and conditions, subject to which the Directorate would be prepared to approve the proposal.

1. Your appointment of a sufficient number of persons to supervise the event in the interests of public safety.

2. Your acknowledgement and undertaking that your members will observe any directions given by the Director or his staff.
3. Your organisation taking out public liability insurance in the sum of £5 million, and to produce to the Director, at least 14 days prior to the event being held, the insurance policy for inspection. Furthermore, your agreement to be responsible for, and release from and indemnify BCP Council against:
 - (i) all liability for death or personal injury (other than liability for death or personal injury resulting from the Council's negligence) arising;
 - (ii) loss of/ or damage to property arising; and
 - (iii) any other loss, damage, costs and expenses which may arise in consequence of this permission to the extent that death, injury, loss, damage, costs or expenses are caused. This Agreement is given notwithstanding any supervision given or approval expressed by the Council
4. Your undertaking that the site will be left in a clean and tidy condition and all stands and equipment removed.
5. Your undertaking to comply with the Special Conditions set out below.
6. Your acknowledgement that a copy of this letter, signed by you, shall be treated as a formal agreement, binding on you.

SPECIAL CONDITIONS

1. No fly posting and no posters bills or other advertisements in connection with the Event will be posted or affixed in any part of the BCP council land except on authorised bill boards or hoardings and subject to the consent of the owners thereof. A breach of this will result in a fixed penalty notice being issued.
2. There can be no release or mass release of balloons or sky lanterns on Council Land.
3. The Council reserves the right to charge the hirer for any reinstatement works required to the area due to excessive use or due to any excessive cleaning up work that has to be undertaken after the event.
4. The hirer is also responsible for the collection and disposal of all rubbish.
5. The Council will accept no liability (other than for death or personal injury caused by negligence of itself or its employees or servants) for any loss, damage or injury to any person or property however caused or arising and shall not be liable for any indirect or consequential loss whatever or however caused.
6. A valid Street Collection License must support any Charity collections, full details can be found at
<http://www.bournemouth.gov.uk/Business/Licensing/CharitableStreetCollections.aspx>
7. Leafleting is permitted at events in the Town Centre, subject to you obtaining a permit. Applications can be obtained from;
<http://www.bournemouth.gov.uk/Business/Licensing/GivingOutLeaflets.aspx>
8. If applicable, the Event Organiser will ensure that the terms & Conditions in the Street Traders Consent are observed.
9. Due to the nature of weather conditions along the seafront, BCP Council cannot accept any responsibility for sand on the promenade.
10. That where third parties such as caterers will be trading at the event it is the organiser's responsibility to provide the Council with the necessary documentation 10 working days prior to the event, failure to provide this may result in refusal of the trader to the event.
11. All on-site caterers should provide fire retardant structures to work within and provide certification in advance to prove they have fire retardant structures.

12. All on-site caterers and traders should provide risk assessments for their working practices, in advance.
13. All on-site caterers should provide suitable firefighting equipment, tested in date.
14. If electricity is used a charge of £70 for installation plus £10 per event day will be issued.
15. Where electricity is not available, to use diesel generators only which are properly segregated from public access with sufficient drip trays.
16. That the organiser takes reasonable steps to ensure noise disruption is kept to a minimum and that noise levels are to the satisfaction of the Council's Service Director of Environmental Health & Consumer Services;
17. To adhere to the Highway Code and stop for other traffic where usually required.
18. That the organiser consults with and obtains agreement from the Council's Traffic Management Team on any plans which will affect the highway.
19. That if deemed necessary by the Council, a Safety Advisory Group (SAG) meeting will be held involving the organiser, Police, Ambulance and other appropriate bodies;
20. Cancellation of the event will result in 50% of the fee being charged within 28 days' notice of the event and the full fee being charged within 10 days' notice of the event.
21. The event organiser is responsible for obtaining a Licence from Phonographic Performance Licence (PPL) authorising any public use of sound recordings (e.g. records, tapes, compact discs etc.) which are to be played at the Event, either on individual stands or throughout the Event as a whole, in accordance with the terms of the Copyright Designs and Patents Act 1988.
22. The event organiser is responsible for obtaining a Licence from the Performance Right Society Limited to cover the performance of all musical work in the repertoire of that Society.

On signing of this agreement we will raise the invoice for your event which must be paid within 14 days of receipt and before you come onto site if sooner. Once this fee is paid it will be non-refundable.

Please signify your agreement to the above by completing the section below and returning one signed copy of this Letter of Agreement to: *BCP Tourism, Town Hall Annexe 1st Floor, St Stephen's Road, Bournemouth, BH2 6EA.*

Yours faithfully

**Events Department
BCP Council**

I AGREE TO THE ABOVE TERMS AND CONDITIONS ON BEHALF OF:

Signed A. R.
Status TEAM LEAD Date 24/2/22

Please carry this signed letter of agreement, at all times during the event. You may be asked to produce this letter by a BCP Council Officer as evidence that the event has permission to take place. Failure to do so could lead to the event being refused or stopped.