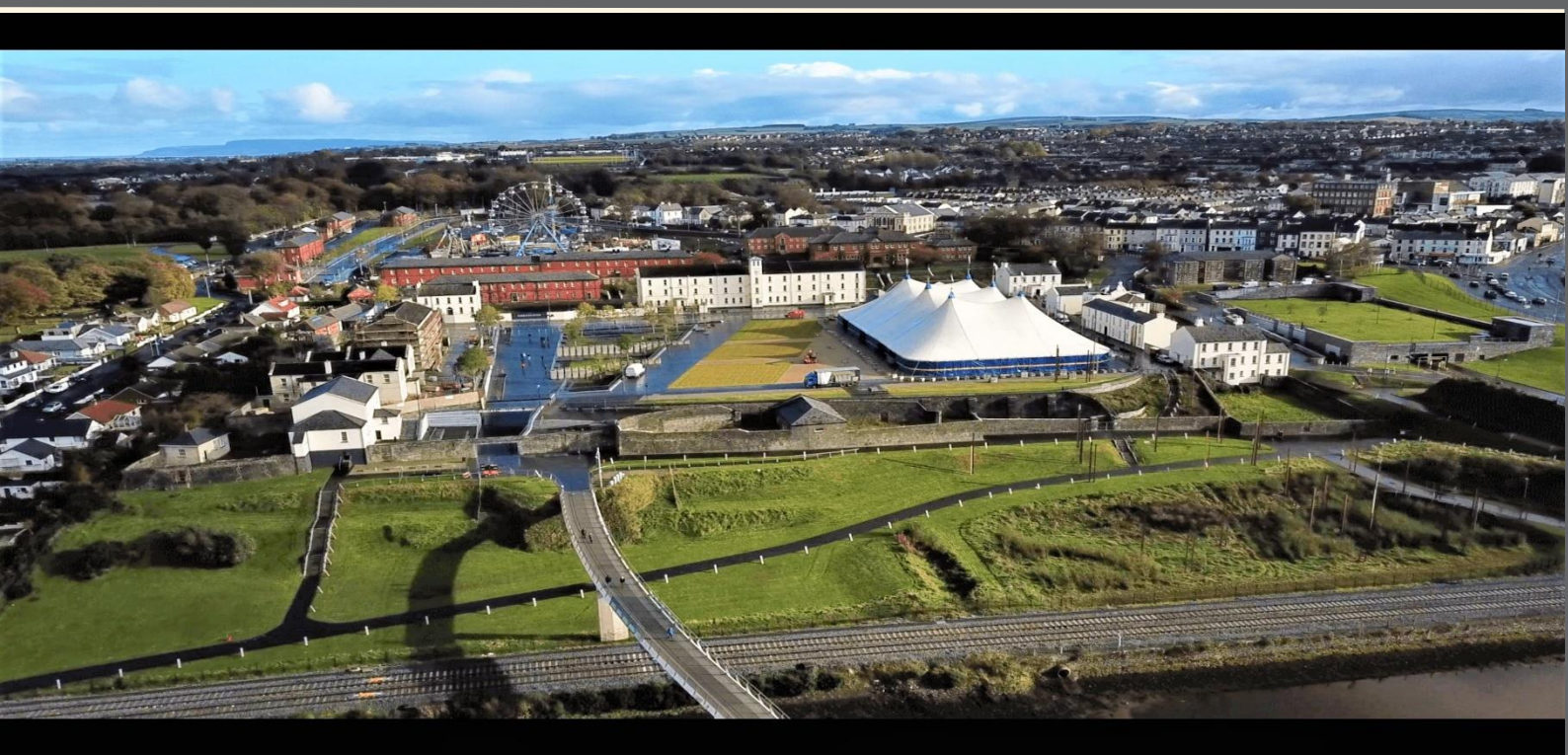


EBRINGTON



Event Space Application and Conditions of Use 2021-22

www.yourebrington.com

Please submit a completed application form by 3pm on Sunday 31 January 2021

EBRINGTON - EVENT SPACE APPLICATION FORM

Events for the period 1 April 2021 to 31 March 2022

1. Applicant Details

Event Promoter (EP)
Name *

Organisation/Company
Name

Business Address
(including postcode)

Email

Telephone/Mobile

Description of
Organisation/Business

(Including registered
company no.)

2. Event Details

Name of Event

Proposed Location
(Please Tick)

Ebrington Square

☐

Visitor Car Park

☐

Event Dates

Alternative date if possible

Attendance figures and
Target Audience

How will the event be
promoted -
Communication/Publicity

Date PE1 form submitted
to Derry City and Strabane
District Council (DCSDC)

Date you intend to present to DCSDC Security Advisory Group (if applicable).
Please note SAG do not approve events only provide advice.

Please describe your event (you should include all components; number of stages/
stalls/ music/catering)

Is this event (Please tick one box only)

Commercial ☐ Non-commercial ☐ Non-Profit Making ☐

If Charity – Name of Charity

.....

Charity Registration number

.....

3. Proposed Occupancy Details

Please provide the following information

Example

Date	Occupancy type (please follow example below)			Start time	Finish time
	Set-up	Event	Decant		
01.01.20	x			9.00am	6.00pm
02.01.20		x		2.00pm	11.00pm
03.01.20			x	9.00am	6.00pm

Please note: event space cannot exceed 14 (Event) days including set-up and decant.

[illegible]

4. Licensable Activities (to include access arrangements)

Will the event include entertainment?

Yes/No

Please provide details

Will the event include the sale of alcohol?

Yes/No

If so, number of bars?

Name of person responsible for alcohol sales at the event?

Will there be food for public consumption at the event?

Yes/No

Are any footpaths, roads or public rights of way that are normally open to the public to be restricted during any stage of the event? If so, please state to what extent.

Yes/No

Please highlight below the individual activities you intend at the event;

Fireworks/pyrotechnics

Carnival/procession

Fairground

Aircraft (incl. drones)

Parachutists

Balloon launch

Hot air balloon

Horses/other animals

Motorcycles

Other motor vehicles

Re-enactment group

Inflatables (e.g. bouncy castle)

Portable staging

Stewarding/security

On site communications

Live music

Live entertainment

Lost children point

Barriers/fencing

Marquees

Portable generator

Power supply

Toilets

Alcohol

Food/drink concessions

Barbecue

Water supply (limited)

P.A. system

Living history

Market stalls

Other - Please specify

5. Financial

If different from the Event Promoter* please provide details of who should be invoiced;

Contact Name

Organisation

Postal Address
(Inc. postcode)

Email

Telephone/Mobile

***The Event Promoter is the Senior Responsible Owner, responsible for the management and insurance of the entire event.**

6. Hire Fee and Deposit

Please refer to Conditions of Use for detailed costs.

The hire fee and deposit will be calculated once your application is submitted.

7. Declaration

In making this application I confirm and understand that:

- The information I have provided in my application is correct and that I am solely responsible for all aspects of the event.
- I am responsible for supplying all requested information and will liaise directly with The Executive Office on all event related matters.
- Submission of my application does not mean I have permission to hold the event and that I will be required to provide more information, for example a detailed Event Plan, before permission is granted.
- Date preference will be given to those events which best provide significant economic and social benefits to the region.
- TEO may give preference to significant events supported by DCSDC, Visit Derry, NITB and other agencies that offer considerable economic and social benefits to the region. These may take precedence and may lead to the cancellation/postponement of events already approved on the site.
- Events of a similar nature may be rescheduled for different times of the year or cancelled by TEO as a diverse range of events is preferable.
- All Covid-19 restrictions that are in force at the time of the event must be adhered to by the Event Promoter. Failure to comply will lead to the event being cancelled.
- TEO have the right to terminate an event with immediate effect due to observable non adherence to agreed event and health and safety plans.
- TEO will permit a maximum of two funfairs in the visitor car park area per annum (Easter and Halloween).
- Details of my event application, including my contact details, may be provided to other government departments, statutory services, licensing bodies and agencies for planning, licensing and safety reasons.
- If the event is advertised before TEO approval is granted or is not approved, I shall be solely responsible for all liabilities and costs including site rental, set-up and decant fees and all site cleaning and maintenance fees (if applicable).
- I have read and agree to adhere to The Executive Office's Ebrington Terms and Conditions of Use Policy (available at www.yourebrington.com)
- I will agree and sign the Event Plan on submission.
- I will complete a TEO licence for the event if approved.

Agreed, Signed and Dated

Event Promoter

Name:

Date:

Signature:

Please return your completed application form to:
yourebrington@executiveoffice-ni.gov.uk

This application form provides The Executive Office with an overview of your event only. Please note that this is not a booking form and submitting your application form does not confirm your use of the space requested. No provisional bookings will be made or accepted.

The number of annual events on Ebrington is restricted. The Executive Office intend to compile a diverse events programme and reserve the right to reject applications of a similar nature. If multiple requests are received for the same period and the applications meet all requirements, an alternative event space or date, if possible, will be offered in the first instance. If agreement is not reached, a closed bid process will be enacted and the highest bid will proceed. A reserve list of events will be held and utilised by TEO if an agreed event does not proceed. Failure to adhere to the Conditions of Use at this or a previous event may affect future event approvals.

CONDITIONS OF USE

1. SITE DETAILS

Applications can be made for the following event rental areas:

- **Ebrington Square** – c8,800m²
- **Visitor Car Park** – c10,400m²

The map at **Annex A**, highlights the rental areas and identifies Ebrington Square access and egress. Event Promoters must restrict site usage to the rentable areas and ensure site access and egress routes are kept clear at all times. Your event plan should have exact areas and measurements and not be based on site acreage in Annex A or B as these are outlines provided for guidance only.

2. DEPOSIT, RENTAL CHARGES AND FEES

Deposit

- Ebrington Square - A non-transferable deposit of £5,000.00 per event is payable.
- Visitor Car Park - A non-transferable deposit of £1,000.00 per event is payable.

Rental Charges

The table below specifies the daily rate for site rental for non-commercial and commercial users.

Non-Commercial User				Commercial User		
Area of use	Daily Rate (days 1-3)	Discounted Rate (days 4 – 5)	Discounted Rate (days 6 – 14)	Daily Rate (days 1-3)	Discounted Rate (days 4 – 5)	Discounted Rate (days 6 – 14)
Ebrington Square	£250	£150	£100	£750	£450	£300
Visitor Car Park	£100 per day			£200	£150	£100
Set-Up and Decant Charges	£50 per day (Both Areas)			Ebrington Square £250 per day Visitor Car Park £75 per day		

A Green Room may be available for use. Fees for Green Room are available at Ebrington 80/81 Website and will be an extra cost. All charges are applicable from 1 April 2021 to 31 March 2022 and must be paid prior to the event and/or within 30 days of receipt of a TEO invoice. Charges and fees for non-profit making organisations are at TEO's discretion.

3. SUITABILITY OF EVENTS

All events must conform to shared space objectives and the Executive Office's Together: Building a United Community Strategy (**T:BUC**).

All events must be open and accessible to all. Ebrington is a shared space and all events must make a positive impact on the Executive Office's Together: Building a United Community Strategy:

www.executiveoffice-ni.gov.uk/publications/together-building-united-community-strategy

All Shared Space statutory regulations apply and must be monitored and adhered to by the EP pre, during and post event.

TERMS AND CONDITIONS OF USE

General

- Providing false or misleading information may result in the event being cancelled and the matter referred to the appropriate authorities.
- 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.
- A draft Event Plan will not be accepted. A detailed plan must be submitted by the deadline (six weeks prior to event set-up) and any subsequent certifications must be specified in the Event 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.
- The Event Plan must specify plans and actions to welcome and accommodate all sections of the community including vulnerable adults, people with disabilities, children (if applicable) etc.
- 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 involved in the event at all times and deal with TEO directly on all issues.
- A condition survey will be carried out by EP prior to occupancy that must be submitted and agreed by TEO one week prior to set-up. The Ebrington site must be left 'as found' after decant. All repair costs will be borne by the EP.
- The site is to be 'used, not abused'. If it is considered by TEO that the EP has not taken due care with any area of the site any subsequent application for use of event space on Ebrington may be rejected.

Site Access – Permissions and Restrictions

- Existing site tenants or the general public should not be impeded from carrying out their normal activities. The EP should work closely with, and help add value for, site tenants, business and the public.
- Ebrington is a construction site and parking arrangements for all event vehicles shall be agreed in advance with TEO. All site traffic movement, access, egress route requirements must be adhered to at all times. Ongoing contractors' works must be facilitated at all times. This should be detailed in the Event Plan before submission.
- Vehicle access to the Square is restricted. Large vehicles are not permitted to traverse the Square. Small vehicle (fork lift) use on the Square is restricted to loading and unloading and surface protective barriers should be used at all times. Vehicular movement around the Square is specified at **Annex A**.
- Vehicular movement is restricted during the event. The site is a public space and all vehicles moving around the site one hour prior to and post an event must activate their hazard warning lights, not exceed five miles per hour and be preceded by a security officer on foot. 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. The EP must ensure that the public and those associated with the event do not park on any of the Ebrington site access roads. All access roads must be kept clear.
- Ebrington Public Toilets must not be used or included in crowd size calculations in the Event Plan.
- 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 of the site at any time.
- The rentable area must be screened so as not to impede the operation of site tenants, businesses or the general public on Ebrington. The EP shall take all reasonable steps to ensure that site tenants and businesses continue to trade normally during any events organised on the site. This is to include provision at all times for their deliveries, services and customers.
- It is preferable that a stage, if required, is erected on the south west corner of the Square (adjacent to building 17). Noise reduction equipment must be utilised to limit the impact of the event on tenants and neighbours.
- Two Event Security staff must be positioned on each of the four site access/egress points (the perimeter of the site) to regulate traffic, direct pedestrians and advise on statutory regulations for access to public areas and the event space. Two event security staff must also be positioned at the top of Browning Drive to regulate traffic and direct pedestrians. One of the staff members at each location will be a TEO appointed security staff member

(currently G4S), five staff in total and an invoice for these staff will be forwarded for payment by the security company to the EP. The additional TEO security personnel will be employed one hour pre the event, for the duration of the event and for one hour post event. Site wide sweeps will be completed by one TEO and one event senior security staff member every hour and conclude with a final sweep on event closure/site vacated. For minor events, half of this requirement should be employed.

- The Event Plan must highlight for TEO consideration, all required site changes to enable the event to proceed, for example temporary bollard removal or relocation of flower pots.
- In order to minimise disturbance to tenants and neighbours amplified music/sound of any description shall only be permitted between Noon and 14.00 hours and after 17.00hrs, Monday – Friday. Sound testing should be completed between noon and 14.00hrs and be reduced. EPs are asked to consider tenants and neighbours. Test timings must be specified in the Event Plan.

Certification, Licensing and Insurances

- The EP is responsible for obtaining all necessary licences, insurances and/or permissions required for the event. EP must obtain any necessary entertainment licence as required by DCSDC. A copy must be supplied to TEO prior to the event. The event will be cancelled if this condition is required but not met. The EP must ensure that all concessions/retail outlets (eg merchandising, food, coffee, drink sales) on the site during the event are properly managed. 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.
- The event must not exceed the limits set in the Event Licence. The EP must ensure accurate calculations are available for inspection at any time by TEO, for example exact numbers on site at any time. This will also be monitored independently by TEO and if inconsistencies occur event admittance may be closed. Failure to comply will affect future applications.
- All alcohol consumption must be restricted to the Licenced Area defined by the red line (within the orange event area) on the rental area maps. Event Security staff must at Ebrington access points must advise site regulations to those attending the event, for example public space alcohol policy.
- The EP shall hold adequate public liability and employer's insurances. TEO 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.
- 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.

- 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.

Changes to the Event Plan

- The Event Plan must be approved by all relevant authorities and have all relevant certifications (see Care and Conditions Section below) included four weeks before the event to allow TEO consideration.
- In exceptional circumstances, changes may be considered by TEO but not without written confirmation from a relevant qualified person confirming that the change does not affect any certification or statutory requirement already received in the Event Plan, and does not change or adversely affect the already submitted Council, fire, health and safety or other certifications or approvals. Confirmation from the Council, HSE, fire authority etc. must accompany the change request.
- If TEO or the EP considers that the event has changed, or the audience estimation has changed, all Health and Safety provision must be reviewed and certified by an approved appropriate person including the impact on the entertainments licence issued by DCSDC.
- The Event Plan should confirm the above conditions.
- TEO reserves the right to review/withdraw the offer of the use of Ebrington, at any time.

Safety and Communication

- The EP must attend all pre and post event meetings with The Executive Office representatives, local residents and site tenants and other interested parties and provide written feedback about the event where applicable.
- A Covid-19 Risk Assessment must be included in the event pack and signed off by the Event Promoter or their Health and Safety representative six weeks prior to the event. The EP should consult the Health and Safety Executive, local council and local police to ensure compliance by the public and employees. Regular monitoring of adherence to any Covid-19 regulations must be conducted and recorded by the EP and any non-compliance immediately acted upon. Failure to adhere to Covid-19 regulations will lead to TEO closing the event with immediate effect. The EP is responsible for responding to any queries on Covid-19 issues and is personally liable for failure to comply.
- A Stewarding Plan, a Traffic Management Plan and a Communication Plan (covering all relevant agencies including TEO and G4S) must be incorporated into the Event Plan. The EPs shall ensure that a direct line of communication is established, maintained and communicated clearly between event security and Ebrington and TEO staff. This should be completed at least four hours prior to the event start time and recorded in the Event Plan.

- Event briefings for all relevant staff including key event security personnel, TEO and G4S staff must be completed four hours before the event commences.
- A complaints procedure must be included in the event plan and in place. All complaints should be reported to TEO and G4S immediately and actions taken must be included in the post event report.
- Site tenants and neighbours must be informed by the EP of an event, in writing, within one week of the TEO Event approval.
- The EP shall ensure that adequate signage is erected guiding people to the event space and to other site businesses on the site. All signage must be removed before decant.
- If there is more than one event held on the Ebrington site at the same time, the EP shall include a 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.
- Any issues, irregularities, damage or loss must be reported to TEO immediately.
- A post event report must be completed by the EP and submitted to TEO within 10 working days of decant.
- The logo of the Department and the logo of the Ebrington site shall be displayed on all promotional material relating to the approved event. Details of the logo specification and the rules regarding its usage are available on request. 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 included in the Event Plan.
- TEO reserves the right to seek the advice of the Derry City and Strabane District Council or any other relevant body at any time for any Ebrington event.
- An alcohol/drugs Policy covering the entire site, taking note of relevant statutory regulations, must be included in the Event Plan.

Charges and Fees

- The EP shall be responsible for all charges and fees associated with the event.
- 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.
- There will be no charge for electricity or water usage.

- TEO reserves the right to recover costs incurred by TEO in the facilitation of events.

Care of the Site

- The site is defined as ALL areas within the Ebrington complex.
- The site is to be 'used, not abused'. The EP shall accept responsibility for any damage caused to the Ebrington 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, buildings and land on Ebrington
- 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.
- Anchor points and fixings for marquees or other structures must not be imbedded in the surfaces of Square/Visitor car park tarmac area, 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 the Square or Tarmac visitor car park surface at all times. The detail and images must be included in the event plan and included in the post event report.
- The EP is fully responsible for waste management across Ebrington. The site must be clean, litter free on the day of decant and left as found.
- TEO must approve all generator use on the site. Details of generators must be included in the event plan.
- The grassed area on the river side of the Square must not be used. This is to protect the integrity of the Scheduled Monument Star Fort Wall on the other side of the glass partition.
- Other grassed areas can be used but all reasonable care must be taken to ensure the lawns will return to their original condition. The local Council 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 and DCSDC officials.

To Note:

The number of annual events on Ebrington Square is restricted given the planned increased tenant occupancy. A restriction of two fun fairs a year applies. Managed events will be permitted 28 days apart.

A diverse events programme is preferred and as such events of a similar nature may not be accommodated.

Event attendance including pre-event confirmed ticket sales per day will determine the location of the event on Ebrington.

If multiple requests are received for the same period and the applications meet all requirements, TEO will support applicants to discuss and agree a compromise. If agreement is not reached, TEO will select which application will proceed. A reserve list of events will be held and utilised by TEO if an agreed event does not proceed. Failure to adhere to the Conditions of Use at this or a previous event may affect future event approvals.

TEO reserves the right to apply such other conditions as may be deemed appropriate to each event. Conditions may be Event specific. The Application Form and General Terms and Conditions of Use Policy are subject to revision by TEO at any time.

Further advice and support on planning your event is available from The Executive Office, Building 71, Ebrington Square, Derry/Londonderry.

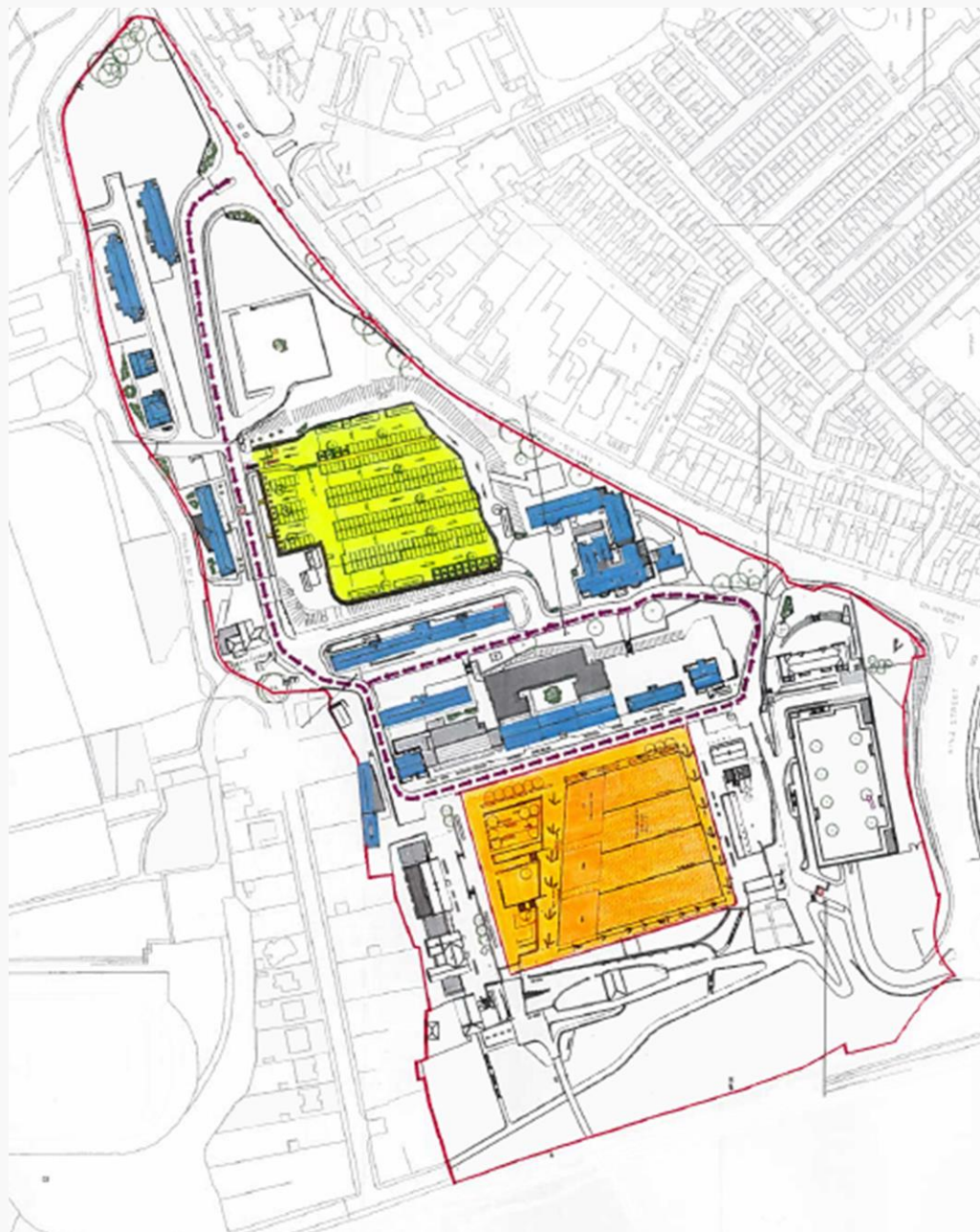
Annex A

Ebrington Site – Red boundary

Ebrington Square rentable area – Orange area, thin red boundary.

Visitor Car Park rentable area – Yellow area, Black boundary.

On-Site traffic route – Purple arrows.



Please see square access below

Annex B

Ebrington Square vehicle access routes



All maps are estimated and should not be used as part of your event plan. Exact measurements should be taken and these figures must be used to work out attendance figures in accordance with the Purple Guide. You should not extend beyond the perimeters outlined in Annex A or Annex B without written approval from The Executive Office.

All precautions must be taken to protect all Square, Visitor Car Park and all other site surfaces. All vehicles must adhere to the Site access and egress protocols and routes. Barriers must be used when vehicles access/use the exposed aggregate surface on the Square (terms must be approved by TEO pre event). Please see document below detailing care of Square surface.



Exposa
Maintenance & Afte