**CONDITIONS OF USE**

**FOR HIRE OF SPACE IN EBRINGTON/ST.COLUMB’S PARK, DERRY/LONDONDERRY**

**1. SITE DETAILS**

Applications can be made for the following event rental areas:

1. Ebrington Square c8,800m2
2. St. Columb’s Park 22,080m2 (lower pitch and running track)

*Event space sizes are a guide only and may change over time – exact available area must be measured and confirmed by EP and agreed with TEO/DCSDC before the event plan is submitted.*

The maps at Annex A and Bhighlight the rental areas and identifies Ebrington Square/St. Columb’s Park access and egress. Event Promoters (EP) must restrict site usage to the rentable areas and ensure site access and egress routes are kept clear at all times.

**SUITABILITY OF EVENTS**

Ebrington is a premium site. Events on Ebrington should host 3,000 plus patrons. A minimum ticket charge is applicable for any event on either site that involves the sale of alcohol. All areas are designated shared spaces and all events must make a positive impact on the City and region. Application are welcome to this process for St Columb’s park from large scale licenced events only. Other events are deemed outside of this process and can be booked as traditionally placed. St Columb’s Park is primarily a sporting venue. Sporting events, including those previously hosted in the Park will take priority. Recurring annual Park events will also be given priority.

**GENERAL**

* Providing false or misleading information may result in the event being cancelled and the matter may be referred for consideration of prosecution.
* 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.
* A detailed Event Plan must be submitted by the deadline 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/postponed. 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. The EP must ensure Shared Space policies and T:BUC principles are delivered and adhered to.
* Ebrington is a premium site and should only hold high quality events. Ticket price must be set at a minimum of £20.00 per person, per day of the event for alcohol licensed events on both Ebrington and St. Columb’s Park. Appropriate charging should be applied for all non-ticketed events, for example funfairs.
* Ongoing contractors’ works must be facilitated at all times and never impeded.
* Existing site tenants or the general public or site contractors should not be impeded from carrying out their normal activities. The EP should work closely with, and help add value for, site tenants the public including park users.
* 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 and deal with TEO/DCSDC directly on all issues.
* A condition survey will be carried out by the EP and agreed by TEO/DCSDC prior to occupancy one week prior to set-up. All sites must be left ‘as found’ post decant. Any and all repair costs will be borne by the EP.
* Sites are to be ‘used, not abused’. If it is considered by TEO/DCSDC 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
* TEO/DCSDC reserves the right to review/withdraw the offer of the use of Ebrington/St.Columb’s Park, at any time.
* Five major events only can be held on Ebrington per annum. An additional restriction of one event per month may be applied. Ticketed events may last up to four days (not including set up and decant) and non-ticketed events may last up to 10 days (not including set-up and decant).
* TEO and DCSDC reserve the right to host other events on site for example, civic celebrations.

**Access and Use – Permissions and Restrictions**

* Due to Health & Safety risks regarding the ongoing construction works on Ebrington Square, it will not be available before the end of July 2023 or on 29 June 2024. St Columb’s Park will not be available from 19 June 2023 – 30 July 2023 and 17 June 2024 – 31 July 2024. The Ebrington Visitor Car Park is no longer available for events.
* Ebrington is a construction site and parking arrangements for all event vehicles must be agreed in advance with TEO. All site traffic movement, access, egress route requirements must be adhered to at all times and detailed in the Event Plan.
* Site Parking - Parking availability in Ebrington and St. Columb’s Park will be at the discretion of TEO/DCSDC.
* 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 at **Annex A**.
* Vehicular movement is restricted during the event. Both sites are public space and all vehicles moving around the site must activate their hazard warning lights and not exceed five miles per hour. TEO/DCSDC will provide, where possible, on-site parking for event and emergency vehicles. TEO/DCSDC 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/St. Columb’s Park site and access roads.
* Ebrington Site toilets must not be included in calculations in the Event Plan.
* 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.
* 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 park users 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/Park users.
* 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.
* 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. If requested two event security staff must also be positioned at the top of Browning Drive to regulate traffic and direct pedestrians. 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. Site wide sweeps will be completed by one TEO/DCSDC and one event senior security staff member every hour and conclude with a final sweep on event closure/site vacated.
* The Event Plan must highlight all required site changes to enable the event to proceed, for example temporary bollard removal or relocation of flowerpots. TEO/DCSDC will consider each request and accommodate where possible.
* 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, Monday – Friday or at weekends and be at a reduced, non-disruptive level. Test timings must be specified in the Event Plan. Noise is not permitted after 11pm.

**Certification, Licensing and Insurances**

* 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. Traders should not impact negatively on Ebrington Tenant businesses or park facilities.
* The event must not exceed attendance limits set in the Event Licence and/or the limit agreed by TEO/DCSDC. The EP must ensure accurate attendance calculations are available for inspection at any time by TEO/DCSDC, for example exact numbers on site at any time. This may also be monitored independently by TEO/DCSDC.
* 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,
* The EP shall hold as a minimum £10m public liability and £5m 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/DCSDC 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/DCSDC 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 included and be submitted four weeks before the event to allow for TEO/DCSDC consideration.
* There should be no significant changes to events plans within the four week period. TEO/DCSDC will assess if the changes are deemed significant. Minor changes may be considered by TEO/DCSDC. 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.
* If TEO/DCSDC 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. If deemed applicable by TEO, DCSDC must be notified in writing of any change.

**Safety and Communication**

* The EP must attend all pre and post event meetings with TEO/DCSDC representatives. Local residents and site tenants and other interested parties may also be invited.
* A Stewarding Plan, a Traffic Management Plan, a Noise Management Plan and a Communication Plan (covering all relevant agencies including TEO/DCSDC 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 TEO/DCSDC staff. This should be completed at least four hours prior to the event start time and recorded in the Event Plan. A site Traffic Manager must be appointed by the EP.
* The EP must ensure all security staff are suitably qualified, licenced personnel and the event plan must include the names, SIA badge number and validity dates of all security staff. 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. TEO is approved to inspect SIA passes and to challenge if required. The Event may be cancelled if the allocated safety guarding recommendation is not met as this is a significant health and safety matter.
* Event briefings for all relevant staff including key event security personnel, TEO/DCSDC and G4S staff must be completed at least four hours before the event commences. The EP must attend and TEO/DCSDC/G4S representatives invited.
* A complaints procedure must be included in the Event Plan and be in place. All complaints/incidents should be reported to TEO/DCSDC and G4S immediately 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/DCSDC must be informed.
* Site tenants and neighbours must be informed by the EP of an event, in writing, four weeks before the event commencement date. TEO/DCSDC must receive a copy of the resident and tenant letters and a distribution list.
* 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.
* 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.
* Any issues, irregularities, complaints and damages or losses must be reported to TEO/DCSDC immediately.
* A post event report must be completed by the EP and submitted to TEO/DCSDC within 10 working days of decant. TEO/DCSDC will use previous Ebrington post event reports and feedback from tenants and TEO/DCSDC staff to help assess the suitability of future applications.
* The logo of the Department, DCSDC 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 are available on request. All documentation and other materials using the TEO/DCSDC or Ebrington logos, must be approved in advance by TEO/DCSDC. TEO/DCSDC 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.
* 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.
* TEO/DCSDC 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/DCSDC. Police must be called to incidents that are not able to be managed by the security company. 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/DCSDC immediately if the police are called to the site to manage a crowd or individual matter. TEO/DCSDC reserve the right to deal with the PSNI directly.
* Both event spaces are public realm and alcohol-free areas. An alcohol/drugs Policy covering the entire sites, taking note of relevant statutory regulations, must be included in the Event Plan.
* 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.

**Charges and Fees**

* The EP shall be responsible for all charges and fees associated with the event.
* The EP must ensure that TEO/DCSDC 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 or St. Columb’s Park.
* Charge for electricity or water usage are not included in the site fee and a separate invoice will be provided post event and must be paid by the EP.
* TEO/DCSDC reserves the right to recover any and all costs incurred by TEO/DCSDC in the facilitation of events.

**Ebrington and St. Columb’s Park Rental Prices**

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| --- | --- | --- |
|  |  **Commercial User**  | **Non- Commercial User** |
| **Daily Rate** | **Daily Rate** |
| **Ebrington Square** | £500 | £200 |
| **St.Columb’s Park** | As per DCSDC’s pricing schedule | As per DCSDC’s pricing schedule |

**Care of the Site – Detail**

* The site is defined as ALL areas within the Ebrington/St. Columb’s Park complex, not just the rentable area. The EP is responsible for all event related matters on sites.
* 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.
* 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/DCSDC 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/DCSDC retain the right to close the structure if any of these conditions are not met. HSE approval may also be required.
* Anchor points and fixings for marquees or other structures must not be imbedded in the surfaces 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.
* The EP is fully responsible for waste management for both sites during any one event. Sites must be left clean, litter free each evening after the event. If an event is held in the Park or Ebrington both areas must be cleaned after each night of an event. Details of the cleaning routine for the sites must be included in the event Plan.
* TEO/DCSDC must approve all generator use on the sites. Details of generators must be included in the event plan.
* 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/DCSDC. Other grassed areas including the Track and grassed areas of the Park 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/DCSDC. 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/DCSDC 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/DCSDC.

**Assessment – TEO Led Assessment Panel**

* A TEO/DCSDC led Panel will select the applications that will proceed.

* Events may be risk assessed and depending on risk category, additional requirements over and above these conditions of use may be applied by TEO/DCSDC.
* A diverse events programme is required and as such events of a similar nature may not be accommodated. Equally a mix of events on both sites is preferred. The Panel will decide the mix of events.
* Details on the application form will be used to determine the location of the event, regardless of the EPs preferred location.
* Details in the application form and other considerations that TEO/DCSDC deem relevant will be used by the Panel to help select the successful applications. A reserve list of events may be held and utilised by TEO/DCSDC.
* The quality of an event will be based on several factors, including regional marketing, status and quality of Act and the estimated number of people that will actually attend the event.
* There is currently no limit on the number of events that can be held in the park but this will be reviewed depending on the number of applications.
* TEO/DCSDC reserve the right to have the provided figures confirmed by an appropriate person/organisation.
* Failure to deliver an event or meet the event expectations as cited in the application form will be used to inform any subsequent application. TEO/DCSDC reserves the right to apply such other conditions as may be deemed appropriate to assess each application. The Application Form, General Terms and Conditions of Use Policy and Licence are subject to revision by TEO/DCSDC 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.

On-Site traffic route – Purple arrows.

**To Note** - The yellow car park area is no longer available.

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Visitors’ Car Park is no longer available for events

**Exact sizes and boundary line details are subject to change and can be adjusted by the Executive Office at any time.**

**Annex B. Ebrington Square vehicle access routes**



All precautions must be taken to protect all Square, temporary 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. Mild detergents only should be used if power washing is not sufficient.



**Annex C – St. Columb’s Park**



**Exact sizes and boundary line details are subject to change and can be adjusted by DCSDC any time. All precautions must be taken to protect the grass and other surfaces in St. Columb’s Park.**