1 Definitions
1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Street Party Organiser.
1.2 “Council” means the Southend-on-Sea Borough Council and includes its successors in title.
1.4 “Street Party” means one that is organised by and for all residents in 1 or 2 small streets, without external publicity.
1.5 “Street Party Organiser” means the representative of the local community, as named on the ‘Request for a Street Party’ application form.
1.7 “Street Party Location” means the location to be used for the Event/Activity as per details noted on the application form.

2 Refusal of Booking and Cancellation
2.1 The Council reserves the right to refuse permission or revoke permission for any road closure.
2.2 The Council accepts no responsibility for the non-arrival by the Due Date of application forms and supporting information.

3 Emergencies
3.1 The Council shall have the right to cancel the Street Party forthwith in the event that the location is affected by an emergency of any kind.

4 Assignment
4.1 The booking shall be personal to The Street Party Organiser and the right to use Location shall not be sublet, assigned or otherwise transferred; The Street Party Organiser shall not assign the benefit or burden of any part of the Agreement.
5 Permits and Licences

5.1 The Street Party Organiser shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Street Party may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the Street Party forthwith.

5.2 Nothing shall be done by the Street Party Organiser that shall or may contravene the terms and conditions of any licence (e.g. Justices’ on Licence, Temporary Event Notice, Premises Licence), permit and/or licences or consent issued in respect of the Street Party.

6 Right of Entry

6.1 The Council reserves the right to fix a maximum limit for the number of persons attending the Street Party.

7 Advertisements/Notification

7.1 No advertising material may be issued nor tickets sold without the prior consent or the appropriate licenses are held.

7.2 All residents and businesses in the road to be closed and roads immediately surrounding the road to be closed should be notified of the Street Party, whether they will be attending or not.

8 Fly Posting

8.1 No advertising material is to be displayed anywhere at the location or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 and specific written agreement has been given by the Council.

9 Broadcasting and Television

9.1 The Street Party Organiser may not carry out or allow or permit to be carried out any filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event/Activity during the period of the Street Party without the prior written consent of the Council. If such consent is given, the Council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share publicity derived there from. It will be the Street Party Organisers responsibility to acquire any written consent from participants involved in these acts. Any resulting media products are not to be used in any way to bring Southend-on-Sea Borough Council into disrepute.

10 Use of the Location

10.1 The Street Party Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Street Party location.

10.2 The Street Party Organiser agrees to comply with any requirements of Council, Essex Police and Essex Fire and Rescue regarding traffic management and emergency access.

10.3 A 4 meter ‘fire path’ should be left in the street or be readily available by removing temporary obstructions, for example trestle tables and chairs.

10.4 Access must be reserved at all times to all public utility apparatus and vehicles, for example gas, electricity, water and telephone.
10.5 Clear warning must be given at all entrances to the road by posting notices that the road is closed. This is the responsibility of the Street Party Organiser. Signage must be approved by Southend Borough Council.

10.6 The Street Party Organiser shall ensure that no vehicles are parked or driven across any public footpath located within the location, without the prior written consent of the Council.

10.7 Activities are to be avoided within 15 metres of a junction (approximately 3 car lengths).

10.8 The Street Party Organiser shall not interfere with or attach anything to any item of street furniture or parks furniture without the prior written consent of the Council.

10.9 The Street Party Organiser shall not be permitted to remove or obscure Council notices or placards displayed within the location without the prior written consent of the Council.

10.11 The Street Party Organiser shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding The Street Party or users of the immediate surrounding area.

10.12 The sale of alcoholic drinks is strictly prohibited, unless the appropriate licenses are held.

10.13 The Street Party Organiser will not allow at the Event/Activity any exhibition, performance or entertainment in which animals are or might be involved.

10.14 The Street Party Organiser will not permit the operation or release of any high flying object without the prior written consent of the Council, the Civil Aviation Authority and the Director of London Southend Airport.

10.15 The Street Party Organiser shall not bring to the Street Party any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without the written approval of the Council.

10.16 The Street Party Organiser shall obtain approval from the Council for the use of generators at the Event/Activity. If such approval shall be granted, only diesel generators will be allowed and The Street Party Organiser must ensure that they are operated in a safe manner and are segregated and protected by suitable covers or barriers.

10.17 The Street Party Location must be kept clean and tidy and be regularly litter picked

10.18 The party activity and all clearing up operations must cease at such time a specified on the permit.

10.19 Street Party Organiser must at all times take good care of location and will be responsible for any damage to the location or any property of the Council.

10.20 The Street Party Organiser shall repay to the Council on demand the cost, of reinstating, repairing or replacing or cleansing any part of the public highway or public open space used for the Street Party, if damaged, destroyed, stolen or removed prior to, during or subsequent to the party. The Council’s valuation of any damage/loss is final.

10.21 The property of The Street Party Organiser and the Street Party Organiser agents must be removed at the end of the period of hire or by a time and date to be agreed with the Director of Enterprise, Tourism & The Environment / Director of Adult & Community Services *. The Council accepts no responsibility for any property left at the Event Location before, during or after the hire period.

10.22 The Street Party Organiser shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell
in such a manner as they think fit any property left at the Street Party Location as a result of it not being claimed within 28 days and the proceeds of sale shall be the Council’s.

10.23 If the Street Party Organiser fails to perform any of its obligations set out in the Clauses above the Council reserves the right to perform any such obligations and any costs incurred by the Council in the performance of such obligations shall be borne by the Street Party Organiser.

11 Use of Power Equipment

11.1 Petrol generators are not permitted.

11.2 Silent diesel generators may be permitted and you will be notified if permission is granted for you to have a generator on the site. Terms for permitted use are as follows:

- The Street Party Organiser must ensure that the generator is protected by suitable covers or barrier.
- Generators must not produce excessive fumes or leak oil or fuel.
- The generator must be switched off for refuelling and care should be taken to avoid spillage fuel - spill mats should be provided.
- Refuelling must only be carried out by a competent person.
- All outlets must be protected by RCD.

The Council reserves the right to demand the removal of any equipment, which it considers unsafe or about which complaints are received.

12 Catering

12.1 All hired caterers at the Event/Activity must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

13 Traders

13.1 No commercial traders will be permitted to trade at the Event/Activity without the prior written consent of the Council.

14 Collections or Lotteries

14.1 No collections, raffles, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Street Party without the prior written consent of the Council.

15 Prohibition

15.1 The Street Party Organiser shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the Street Party, catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the Council.

16 Health and Safety

16.1 You should give consideration to the safety of participants and anyone else who may be affected by your Street Party and where appropriate apply control measures.
17 Indemnity and Insurance

17.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person at the Street Party.

17.2 The Street Party Organiser is responsible for all safety aspects of the Location prior to, during or subsequent to the Street Party and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue. Although it is not compulsory to have public liability insurance cover for small residential street parties organised by volunteers, you may wish to consider this.

17.3 Conditions 16.1 and 16.2 shall only apply where the loss, damage, injury or death is caused by or in consequence of any act or omission on the behalf of the local residents. It shall not apply where the loss, damage, injury or death is caused in whole as the result of any act or omission on the part of the Council.

17.4 The Street Party Organiser will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, or caterer whom they have instructed or authorised to appear at the Street Party. Under no circumstances shall this be less than £5,000.00 (five million pounds) and the Council reserves the right to require a higher limit if deemed necessary.