

Terms and conditions

### **Location of Pitches**

The promotional pitches are located at:

- Old Bond Street
- Union Street
- Stall Street
- Kingsmead Square

### **Conditions of Booking**

The promotional pitches are not for use by any of the following organisations:

- Tobacco manufacturers and distributors
- Alcohol manufacturers
- Extreme political parties or organisations
- Any organisations involved in the manufacturer or sale of firearms
- Organisations involved in the sex industry
- Manufacturers of instruments of torture
- Any organisations involved in animal experimentation
- Any organisations involved in the fur trade
- Any organisations involved in blood sports which involve the use of animals or birds to catch, fight or kill each other

The promotional pitches must not be used to carry out any of the following activities:

Activity that might breach the Equalities Act 2010 or compromise the council's commitment to equal opportunities.

- Any illegal activity
- Releasing of sky lanterns or use of naked flames
- Any other use which the council deems to be inappropriate.

A promotional pitch cannot be booked by anyone under the age of 18 years.

If you want to place any equipment on the pavement of the promotional pitch (such as a gazebo) then you must provide evidence of valid Public Liability Insurance (a minimum value of £5M is required) at the time of booking. You must have your insurance document available for inspection whilst you are occupying the pitch.

Once booked, the promotional pitch can only be used by your organisation and must not be sublet to a third-party organisation. You, and any other person agreed by you to assist on the pitch, shall produce the confirmation of your booking details on demand, when requested by a Police Officer, a duly authorised officer of the council, or Bath Business Improvement District Rangers.

You shall adhere to any security and evacuation requirements of the council.

You are entirely responsible for looking after the pitch during the booking. You must keep within the designated area of the pitch (an area of 3m x 3m). It is your responsibility to keep the immediate adjacent areas in a clean and tidy condition during the hours you are permitted to use the pitch. The pitch must be left clean and tidy when you vacate at the end of each day, and access to it must not be blocked.

Whilst using the pitch you must not block the street or cause any danger to members of the public using it. You shall not cause a crowd to gather around in a particular area, or place any equipment/materials so as to cause a nuisance, annoyance, or danger to members of the public lawfully using the street.

Any electrical equipment you are using on the pitch must have the appropriate PAT certification.

No smoking or vaping is permitted by anyone representing your organisation during the booking period.

If any council officer or Bath Business Improvement District ranger sees a potential risk to public safety through activities on the pitch, they will ask you to correct the issue. Failure to carry out any reasonable request will result in the activity on the pitch being stopped.

Acceptable equipment allowed for use on the pitch includes tables and gazebos. You shall not place any other equipment on the pitch. The placement of your equipment must not cause any obstruction to pedestrians, and the street must always be kept in a clean and tidy condition. No motor vehicles are allowed on the pitch under any circumstances.

You shall not cause any damage of any description whatsoever in the surface of the street. You shall not fix any equipment of any description into the street surface. Any damage may result in charges being requested from you to cover the cost of repair.

You shall not carry out any activities which the council considers could be, or may become:

- a danger
- a nuisance
- an annoyance
- cause damage or inconvenience to the council, to the owners or occupiers of any adjacent or neighbouring premises, or to members of the public.

You shall observe and comply with any directions in relation to the use of the street given by any duly authorised officer of the council.

The council accepts no responsibility if works or other activities being carried out in the city centre coincide with, or interfere with, your planned activity.

Any person or organisation breaching these terms and conditions may be prevented from re-booking pitches in the future.

### **Booking Periods**

The promotional pitches are available for booking between the hours of 8am and 6pm, 7 days a week. You shall only use the promotional pitch during these hours.

### **Charity Street Collections**

If you are a charity wanting to collect money, or sell items to raise funds, it is your responsibility to ensure that you obtain a Street Collection Permit in addition to a Promotional Pitch Permit. Both permits must be booked for the same location.

### **Booking Cancellations, Suspensions and Rescheduling**

A booking can be rescheduled by you (subject to availability) up to one day before the date of the original booking, at no additional cost.

If the booking is cancelled by you and not rescheduled, the fee is non-refundable.

The council reserves the right to cancel the booking if:

- it becomes aware of any facts indicating that it would not be in the interest of the council to proceed with the booking, or which might otherwise prejudice the council's standing and responsibilities as a local authority,
- it becomes aware of any breach of these terms and conditions,
- there is an emergency (for example a burst water pipe), or any other event of local or national importance, where the use of the street by the council is essential for the council to fulfil its functions and obligations as a local authority or partner. In this instance the council will refund the booking fee, however it will not be liable to compensate for any consequential financial, or other loss, arising directly, or indirectly, as a result of such a cancellation.

The booking of all promotional pitches may be suspended during major events in the city (for example the Bath Christmas Market). This is to assist in the management of the public pavements and streets throughout the city during busy periods.

During pre-election periods the council must adhere to restrictions imposed by Section 2 of the Local Government Act 1986, as amended in 1988, and essentially councils must "not publish any material which, in whole or in part, appears to be designed to affect public support for a political party." For this reason, the council will not accept any bookings from political parties during any pre-election periods.