

## **POLICY: Dressing and Lighting of Public Art, Fountains and Monuments for Specific Occasions**

*This policy is for Birmingham City Council officers; owners of public art works; maintainers of public art works; charities and other third sector organisations, businesses, artists and members of the public.*

### **Introduction**

Birmingham City Council (BCC) has adopted this policy in order to process:

- 1) requests and authorisations to dress\* public art works, monuments and fountains
- 2) removal of unauthorised dressing of public art works, monuments and fountains and administration of associated fines

In order to ensure this vision of Birmingham's Public Art Strategy 2015-2019 is achieved, BCC has developed this policy to assist in looking after its public artworks, and ensure the quality and presentation of the city's public artworks, monuments, fountains and public spaces are kept at a high standard.

### **Policy for BCC owned public artworks**

There are a number of practical reasons why BCC has concerns over the dressing of the city's public art works, fountains and monuments:

- 1) Potential damage to surfaces e.g. patinated
- 2) Risks associated with accessing statues in difficult positions within the highway, and on high plinths
- 3) Risk of unwanted and anti-social interaction with works of art
- 4) The undermining and de-valuing of the artwork's intrinsic value
- 5) Dressings are left on artworks for a long period of time, and detract from the aesthetic of the art work and public realm

Birmingham City Council <b>does not permit</b> any of its art works to be dressed or adorned with any signage, unless there is an exceptional reason.
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*\*The term 'dressing' includes any of the following uses/ adornments of a public art work, fountain or monument:*

- *dressing with clothes, other fabrics, or any other materials*
- *installation of placards (or any other medium), floating items in fountains or the display of logos / branding*
- *the use of public art in any way other than its intended purpose*

### **Exceptional Reasons**

Consideration can be given to requests relating to a national or locally significant celebration or event with an artistic or cultural agenda. In exceptional circumstances BCC may decide to charge for a dressing of an artwork, monument or fountain where the environment in which the public art work exists has been already compromised (such as during the Christmas Markets in Victoria Square). A proportion of the fee obtained should be directed to the Public Art maintenance budget.

An **Exceptional Reasons for Dressing Public Art Form** (appendix 1) and **risk assessment** should be completed and submitted to BCC’s Public Art Gateway Group (PAGG) for a recommendation (contact below), ensuring it has considered points 1-5 above. PAGG meet on a monthly basis therefore a lead in time of **eight weeks** is required for approval/ rejection.

Once a recommendation has been made by PAGG officers, a final decision will be made by the BCC Assistant Director, Culture & Visitor Economy, on a case by case basis. Please note only a finite number of requests can be accommodated within each year. Appeals can be made to the Deputy Leader in writing via PAGG contact below.

If the dressing/ intervention has been approved, then a **terms and conditions** schedule (appendix 2) will need to be agreed by PAGG officers, led by BCC City Centre Management (contact below). A **valid insurance policy for a minimum of £5m** will need to be submitted with these terms and conditions.

Unauthorised dressing of public art will be removed, and the responsible individual/ organisation may be charged for this removal by either BCC or Amey (BCC’s highways PFI contractor).

If your project could be seen as advertising, then please contact Amjid Mahroof - [amjid.mahroof@birmingham.gov.uk](mailto:amjid.mahroof@birmingham.gov.uk) to discuss prior to application.

### **Public artworks owned by other organisations**

Many public artworks are owned and looked after by organisations other than BCC. Examples of other agencies owning artworks include the NHS, Centro, colleges and shopping centres, e.g. *The Bronze Bull* in the Bullring shopping precinct. These agencies may have their own policy for how their artworks may be dressed, and may charge for this. If you are unsure on who owns an art work, you can contact BCC for assistance.

### **For more information contact:**

<p><b>General Enquiries, Exceptional Reasons Expression of Interest form submissions &amp; appeals:</b></p> <p><b>Public Art Gateway Group</b> Roxanna Collins, Culture Officer <a href="mailto:roxanna.f.collins@birmingham.gov.uk">roxanna.f.collins@birmingham.gov.uk</a> 0121 303 4709 Library of Birmingham Broad Street B1 2ND <a href="http://www.birmingham.gov.uk/pagg">www.birmingham.gov.uk/pagg</a></p>	<p><b>Terms and Conditions submissions and enquiries:</b></p> <p><b>City Centre Management Team</b> Mahendra Chauhan, Business and Operations Manager <a href="mailto:mahendra.chauhan@birmingham.gov.uk">mahendra.chauhan@birmingham.gov.uk</a> 0121 616 2644 Level 4 Upper Mall West, Bullring Birmingham B5 4BU</p>
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This policy was agreed and last reviewed in 2015.  
The next review of this policy will take place at PAGG in November 2017.  
This policy will from then on be reviewed annually at PAGG.



<b>3. Timescales</b> (Please allow 8 weeks from the submission of this form and the date of your activity)
Proposed date of installation:
Proposed date of de-installation:
Duration of dressing (please state the number of days):
Are these dates fixed, and if so why?

<b>4. Communication</b>
What PR/ online activity will complement the dressing:

Signature of Applicant	
Print name	
Date	

Please send this form, along with any images of the proposed dressing, and a completed risk assessment to Roxanna Collins, Culture Officer & PAGG coordinator:  
[roxanna.f.collins@birmingham.gov.uk](mailto:roxanna.f.collins@birmingham.gov.uk) / 0121 303 4709.

## Appendix 2: Terms and Conditions: Exceptional Circumstances for Dressing Public Art

<b>Name of Event</b>	
<b>Date of Event</b>	
<b>Event Venue</b>	
<b>Proposal</b>	Find attached, appendix 1.

### 1. DEFINITIONS

- 1.1. **'Conditions'** means these booking conditions, which shall form the contract between the Council and the Hirer.
- 1.2. **'Council'** means Birmingham City Council.
- 1.3. **'Hirer'** means the company or the representative of the organisation who has submitted the Promotions / Events / Exceptional Reasons for Dressing Public Art Form (see appendix 1).
- 1.4. **'Due Date'** means 28 days prior to the date of the Event or activity.
- 1.5. **'Event'** means the purpose for which the Venue has been booked as set out in the Form submitted by the hirer.
- 1.6. **'Venue'** means the public space / public art work/ fountain/ clock/ monument/ location(s) identified and offered in writing by a representative of City Centre Management, for the Event as defined by the Hirer through the submission of the Promotions / Events / Exceptional Reasons for Dressing Public Art Form
- 1.7. **'City Centre Management Team'** (CCM) means the Council service area responsible for the management of city centre public square and open spaces.
- 1.8. **'Agreed Fee'** means the facilitation charge determined by the City Centre Management for the use of the Venue.

## **2. THE BOOKING**

- 2.1. The Venue will be occupied, used & vacated in accordance with the times agreed with CCM.
- 2.2. The Hirer is responsible for the administration, organisation, delivery, management and removal of the event and for complying with the Conditions for the Event and for having sufficient resources to fulfil these Conditions.
- 2.3. A Venue Event Manager should be identified to CCM and this person will be expected to be present and contactable for the duration of the Event.
- 2.4. The Hirer is responsible for the supervision and control of the Event participants, officials, visitors and spectators.
- 2.5. The Hirer shall not make any significant alterations to the Event layout on the Venue without the prior consent from CCM

## **3. USE OF THE VENUE**

### **3.1. ENVIRONMENTAL**

- 3.1.1. The Hirer must at all times take good care of the Venue and will be responsible for any damage to the site or any part of it or any equipment or other property of the Council which forms part of the hire caused by the negligent act or omission of the hirer, its employees, agents or contractors.
- 3.1.2. The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the Event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are adhered to.
- 3.1.3. The Hirer shall remove from the Venue, at their expense, all litter and refuse generated by the Event.
- 3.1.4. The Hirer shall not be permitted to remove or obscure Council notices or placards displayed at the Venue without the prior written consent of the Council.
- 3.1.5. The Hirer shall not interfere with or attach anything to any item of street furniture.

3.1.6. The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage / drainage system.

3.1.7. The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with CCM. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.

### 3.2. NOISE

3.2.1. Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue. Sound levels should not exceed 65 dB between 12 noon and 2 pm and after 5 pm. Any other time the noise levels must be 'ambient levels' so that there is no impact on the local environment. Failure to comply may result in the cancellation of the Event with immediate effect.

3.2.2. The use of any public address system at the Event must be first agreed by CCM and must be operated so as not to cause a noise nuisance. The Hirer must obtain any necessary Licenses

3.2.3. If these Conditions apply to the Venue, in order to comply with them it is the Hirer's responsibility to provide the Council with a noise action plan, identifying all the activities that incorporate sound together with a PA site plan.

### 3.3. HIGHWAYS

3.3.1. The Hirer shall ensure that no unauthorised vehicles are parked or driven across any public footpath or pedestrian areas located within the Venue. Where permission has been granted, vehicles must adhere to the **5mph speed limit** at all times.

3.3.2. The Hirer shall ensure that pedestrians and emergency vehicles are allowed unrestricted access within the Venue, unless the Hirer has obtained written approval from CCM allowing the Hirer to use emergency access routes at the Venue.

3.3.3. The Hirer shall not excavate or drill pinning holes into the Venue

3.3.4. Where it has been necessary to deploy any traffic management measures the Hirer shall ensure that the road restrictions equipment is not moved and shall maintain the integrity of the restrictions.

### **3.4. LICENSING**

3.4.1. Any event that involves the provision of regulated entertainment is licensable under the Licensing Act 2003. Regulated entertainment is:

- The performance of a play
- Exhibition of a film
- An indoor sporting event
- Boxing or wrestling entertainment
- Performance of live music
- Any playing of recorded music
- Performance of dance, or
- Similar entertainment to live music, recorded music or dance

3.4.2. The provision of facilities for regulated entertainment will need either a premises Licence or a Temporary Event Notice. The Council is the premise licence holder for a number of public spaces in the city centre. The licenses are administered by CCM and approval for the use of these licenses will be granted by CCM if CCM deem it to be appropriate.

3.4.3. For any Event that contains any regulated entertainment activity under the Licensing Act 2003 a Premises Licence or a Temporary Event Notice will be required. Applications for Premises Licenses (Event specific) must be submitted to the Local Authority at least three months before the event is due to take place. Temporary Event Notices must be served on the Licensing Authority and the Police Authority at least 10 working days before the event is to take place. However, it is recommended that organisers submit their Notice between one and two months in advance of the planned event.



3.4.4. Premise Licence and TEN applications must have written consent of CCM for the use of the Venue before they are submitted to the Licensing Authority and the Police Authority.

3.4.5. CCM will facilitate meetings and discussions with key stakeholders and West Midlands Police regarding the impact the Event may have in the vicinity of the Venue. The Hirer agrees to comply with any requirements of CCM, Birmingham Licensing Safety Advisory Group (LSAG) or Safety Advisory Group (SAG) regarding the delivery, management and 'get-out' of the Event.

### 3.5. SAFETY

3.5.1. The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event. Failure to comply with all health and safety requirements may result in immediate suspension or cancellation of the Event.

3.5.2. In the first instance the Hirer will be required to make use of the power (electricity) available at the Venue. If the venue has no provision and or is not suitable the Hirer shall obtain approval from the Council for the use of generator(s) at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public. **NO PETROL FUELLED GENERATORS ARE TO BE USED.**

3.5.3. The Hirer shall not bring on to the Venue 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 CCM.

3.5.4. The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of CCM / LSAG / SAG.

- 3.5.5. The Hirer agrees that where the Venue is to be used in the dark or when there are low levels of lighting then they will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 3.5.6. Where marquees are erected for an Event the organisers must conform to the recommendation of the West Midlands Fire Service, Fire Prevention Advice Note No. FP/32 Tents and Marquees, and any such other requests as the Fire Safety Officer or CCM determines.
- 3.5.7. The Hirer shall repay to the Council on demand the cost of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring arising out of the negligence of the Hirer, its employees or its agents.
- 3.5.8. The Hirer will not permit the operation or release of any highflying object without the prior written consent of CCM and the Civil Aviation Authority. The flying of powered model aircrafts is not permitted on grounds of public safety, unless authorised by CCM.
- 3.5.9. The Hirer shall at all times comply with its obligations under all applicable statutes, regulations, directives and other legislative provisions including but not limited to the Health & Safety at Work Act 1974, Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Data Protection Act 1998 and the Highway Act 1970
- 3.5.10. Authorised Council officers shall be permitted entry to the Venue at all times during the period of hire.
- 3.5.11. The Council reserves the right to refuse admission to or evict any person from the Venue.
- 3.5.12. The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
- 3.5.13. The Council reserves the right to continue to provide existing services at the Venue.

### **3.6. INDEMNITY AND INSURANCE**

- 3.6.1. The Council is not responsible and will not accept liability for any loss, damage, injury or death, whether to property or person(s) sustained by any person in the Venue, except when caused by the neglect act or omission of the Council or its agents, servants or employees.
- 3.6.2. The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and shall be liable for any loss, damage, injury or death caused by the negligent act or omission of the Hirer, its agents, servants, employees, contractors.
- 3.6.3. The Hirer shall indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer, except where caused by the negligent act or omission of the Council or its agents, servants or employees.
- 3.6.4. The Hirer shall take out Public Liability Insurance Cover for a minimum of **£5 million** (five million pounds) and produce evidence of such insurance.
- 3.6.5. Before instructing any staff, contractor, sub-contractor, exhibitor, caterer, entertainer or any individual participant to appear at the event, the Hirer must have sight of an up to date Public Liability Insurance Policy at such level as may be required by the Council.
- 3.6.6. Failure to provide proof of insurance cover as required and failure to ensure that any individual participant of the Event have adequate proof of insurance prior to the Due Date, could lead to cancellation of the Event.

### **3.7. FLY POSTING**

- 3.7.1. No advertising material is to be displayed anywhere on the Venue or elsewhere in the city centre unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

### **3.8. PERMITS AND LICENCES**

- 3.8.1. The Hirer shall ensure that any licence, permit or other consent that may be required is obtained, whether from the Council or otherwise, before the Event 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 booking.
- 3.8.2. Nothing shall be done by the Hirer that shall or may contravene the Conditions of any licence (e.g. Premises Licence), permit and/or licenses or consent issued in respect of the Venue.
- 3.8.3. The Hirer will be responsible for obtaining a Performing Right Society licence if any part of the Event involves the payback of copy right material for the benefit of the public or private audiences.

### **3.9. PROVISION OF FOOD AND DRINK**

- 3.9.1. All food and drink provided and persons providing it must comply with applicable food law. Food law includes: the provision of food where no sale is involved (when it is free sample for example), the provision of food where no profit is sought (by a charity for example), and the provision where drink (no food) is provided.
- 3.9.2. Event organisers should ensure at the earliest point possible that all food businesses to be at the event are registered with a local authority as a food business, under Article 6 of EC Regulation 852/2004.
- 3.9.3. Event organisers should also correspond, at the earliest point possible, with the Council's Food Safety Team – email address, setting out the arrangements for provision of food and compliance with food law at the Event.
- 3.9.4. All caterers at the Event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).

### **3.10. STREET TRADING**

3.10.1. No commercial traders will be permitted to trade at the Event, without the prior written consent of CCM.

### **3.11. COLLECTIONS OR LOTTERIES**

3.11.1. No collections, games of chance, sweep stakes; lotteries or betting of any kind may be conducted at the Venue without the prior written consent of CCM.

3.11.2. The collection of cash, by public donation, is not permitted unless the organiser is licensed to do so. No buckets or open containers will be allowed for this purpose, only sealed, coin collection boxes will be permitted. Applications for licenses must be made to Birmingham City Council's Licensing Section – [licensing@birmingham.gov.uk](mailto:licensing@birmingham.gov.uk). Any collection must be for a charitable purpose if any licence is to be considered.

3.11.3. The sale of raffle tickets and the operation of tombolas are permitted, without licensing, provided that the draw for the prize is made before the close of the Event. When the draw is made at a later date, the raffle/lottery must be licensed. Applications for licenses must be made to Birmingham City Council's Licensing Section, – [licensing@birmingham.gov.uk](mailto:licensing@birmingham.gov.uk).

### **3.12. FUNFAIRS**

3.12.1. Proposed funfairs and fairground rides must be agreed with the CCM. Where the Council has agreed that the Venue shall be used for a funfair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice* published by the Health and Safety Executive, and all other statutory requirements.

### **3.13. ANIMALS**

3.13.1. The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved, unless agreed by the CCM.

### **3.14. PAYMENT**

3.14.1. Payment of the Agreed Fee must be paid in full within 30 days of the date of the invoice, raised by the Council. If payment is not received by the due date then CCM shall have the right to cancel the booking immediately and or charge an additional fees which will be 10% of the Agreed Fee for every day after the due date while the invoice remains unpaid.

3.14.2. The Hirer will be liable for the full cost of any services provided by the Council, including, but not limited to, electricity, water, marking of allocated areas etc. over and above the hire charge for the Event.

### **3.15. DEPOSIT / BOND**

3.15.1. A deposit /BOND may be payable by the Hirer upon completion of this Contract. This deposit/bond will be forfeited in the event of any damage or loss to the Venue, or held as part payment should any reinstatement work be necessary. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an invoice to cover the outstanding balance. If the costs of any damage are less than the deposit then the Council will refund the difference.

### **3.16. BROADCASTING AND TELEVISION**

3.16.1. The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of Event during the period of hire without the prior written consent of the Councils' Film Birmingham Office: 0121 464 9305. For filming, photography or recordings by the press for news items in relation to this activity, please ensure Birmingham City Council Press Office have been notified: 0121 303 3287.

### **3.17. ADVERTISEMENTS**

3.17.1. No advertising material may be issued or tickets sold without the prior written consent of CCM for the Event to take place at the Venue on the Due Date(s).

### **3.18. PROHIBITION**

3.18.1. The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking including, but not limited to, catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of CCM.

### **3.19. PROPERTY NOT REMOVED**

3.19.1. The Council shall notify the Hirer of such property belonging to the Hirer in their possession, giving the Hirer 7 days to collect said property without charge, unless the property obstructs the premises or is deemed to be hazardous, in which situation it will be removed forthwith with any associated costs of removal or storage to be payable by the Hirer. The Council will inform the Hirer as soon as practicable of any such property left by the Hirer. 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 manner as they think fit any property left by the Hirer at the Venue.

### **3.20. REFUSAL OF BOOKING AND CANCELLATION**

3.20.1. The Council reserves the right to refuse any application for the hiring of a Venue.

3.20.2. The Council reserves the right to terminate any event taking place on a Venue if an authorised officer(s) from CCM or the Council has received complaints or has deemed the Event to be offensive, distasteful, discriminatory, indecent or unsuitable for the diverse communities of Birmingham.

3.20.3. The Council may withdraw the right to use the Venue and terminate this contract and recover any sums due to it, if any gift, incentive or favour has been offered or shown or where any offence has been committed under the Prevention of Corruption Acts 1889-1916 or section 117 of the Local Government Act 1972.

3.20.4. Advance cancellation by either party (the Hirer and CCM) of the event must be in writing. The effective date of cancellation will be on receipt of such information by the other party.

- 3.20.5. If a Hirer fails to notify CCM in writing of a cancellation of an Event, 14 days before the Event date then they shall forfeit any Agreed Fee paid or shall be liable to the Council for the whole of the Agreed Fee, together with any additional expenses incurred by the Council.
- 3.20.6. If a Hirer fails to notify CCM in writing of a cancellation of an Event, between 28 days and 14 days before the Event date then they shall be liable to the Council for the 50% of the Agreed Fee, together with any additional expenses incurred by the Council.
- 3.20.7. Cancellation of the Event during any Event day(s) will, in the first instance, be verbally communicated to the nominated Event Manager by a representative of CCM, or vice versa, followed by written confirmation at the earliest opportunity, but not 48 hours after the cancellation of the Event. On cancellation of the event the Hirer shall be liable to the Council for the whole of the Agreed Fee together with any additional expenses incurred by the Council.
- 3.20.8. Substitution and amendments of the nature of the Event must be notified in writing to CCM. CCM reserves the right to either cancel the booking or amend the hire fee. In the event of such cancellation, the Hirer shall be liable as stated in above.
- 3.20.9. If the Hirer fails to perform any of its obligations set out in the Conditions the Council reserves the right to perform / carry out any such obligations. Any costs incurred by the Council in the performance of such obligations shall be borne in full by the Hirer.

### **3.21. VARIATIONS TO AGREEMENT**

- 3.21.1. The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement and will not be liable for the Agreed Fee.



### **3.22. ASSIGNMENT**

3.22.1. The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not assign the benefit or burden of any part of the Agreement, or sublet or subcontract any part of the facility without the prior written consent of the Director.

3.22.2. Hirer not claiming the property within 28 days and the proceeds of sale shall be the Council's.

### **3.23. FORCE MAJEURE**

3.23.1. This Agreement shall be suspended for any period during which either Party reasonably believes the Parties are prevented or hindered from complying with their obligations under any part of this Agreement, by any cause beyond their reasonable control including but not limited to strikes, war, civil disorder and natural disasters

**3.23.2.** If such period of suspension exceeds 30 days, then either Party may upon giving written notice to the other require that this Agreement be terminated forthwith and no further payments will be payable by the Council. The Council will consider refunding part or all of any fees and charges paid which amount shall be at the Council's sole discretion and neither party shall be liable in any way for any delay or failure to perform its obligations under this Clause

## EVENT AND DRESSING OF PUBLIC ART/ FOUNTAINS/ CLOCKS/ MONUMENTS SPECIFIC CONDITIONS OF USE

<b>Name of Event</b>	
<b>Date of Event</b>	
<b>Event Venue</b>	
<b>Specific Conditions</b>	

### CONDITIONS DECLARATION

The Conditions, including Specific Conditions should be retained by you and **NOT** returned with this Declaration form. It is the Hirer's responsibility to fully brief the Event Manager and the Event delivery team.

**I HAVE READ AND UNDERSTOOD THESE CONDITIONS AND AGREE TO BE BOUND BY THEM.**

Name of organisation or company Hiring Venue <i>(as per details on the Proposal Form)</i> :
Name of Authorised Event Representative <i>(as per details on the Proposal Form)</i> :
Position Held:
Authorised Signature:
Date:

**Please return this page and a copy of your risk assessment and insurance policy (minimum of £5m) to:** Mahendra Chauhan, Birmingham City Centre Partnership, Level 4 Upper Mall West, Bullring, Birmingham, B5 4BU or by email to [citycentre@birmingham.gov.uk](mailto:citycentre@birmingham.gov.uk) and [roxanna.f.collins@birmingham.gov.uk](mailto:roxanna.f.collins@birmingham.gov.uk)

**TERMS AND CONDITIONS TO BE AGREED BY BIRMINGHAM CITY COUNCIL**

**To certify that a satisfactory risk assessment and insurance policy copy has been received; the specific conditions have been met and permission has been granted.**

Authorised signature from Birmingham City Council representative:

Print name:

Position held:

Date: