

## CONDITIONS OF USE

Organisers booking promotional space managed by our Place Management team must take into consideration the conditions detailed below under the following headings:

- Site protocol
- Health and safety
- Access and egress
- Vehicles
- Insurance
- Fees and charges
- Cancellation
- Leaflet distribution
- Noise
- Filming
- Street collections
- Booking restrictions
- Equal opportunities

### SITE PROTOCOL

The letter of Consent/Permit granted by Place Management must be available for inspection by any officer of Barnsley Council on the day(s) in question. Failure to provide proof of authorisation will result in being asked to cease all activities and vacate your space immediately.

Direct selling of goods and services will be at the discretion of Place Management. Where goods are approved, trading will only take place under licence from Barnsley Council.

Any displays must be safe, tidy, and attractive to the satisfaction of Barnsley Council. Attaching or placing signs, banners, or other items on to street furniture or the highway surface will not be permitted. Please submit copies of any promotional/display materials when submitting the booking form.

The use of 'A Boards is not permitted unless within a cordoned off area of your designated promotional event space.

The use of generators must be submitted for approval by Place Management. Petrol generators will not be allowed, we will only consider silent diesel-powered generators which are cordoned off from public access, and in the event of a fuel leakage, cleaning will be charged to the Consent Holder.

The Consent Holder must fully comply with the requirements of Barnsley Council, the Police, and emergency services, this may include being asked to move their location, they will immediately comply with any request.

The Consent Holder will be responsible for the reasonable cost of repair to the highway of street furniture if damage is caused by their event.

The Consent Holder will be responsible for the satisfactory behaviour of any employees or other people involved in the event. The Consent Holder is responsible for any wrongdoing or negligent behaviour of their team members who shall also comply with these conditions.

Activities will be positioned within the perimeter of the designated space to cause minimum disruption of pedestrian movement and no obstruction to shop frontages or town centre businesses.

The Consent Holder or their activities shall not cause any nuisance or annoyance to any other users of these promotional event spaces, which includes occupiers of any adjacent land, buildings, or to Barnsley Council.

Litter generated as a result of your activity, including leaflets, samples, products being promoted must be minimised during the event and removed from the event space within 50 meters of the surrounding area during and at the end of each day. Should the Consent Holder fail to adhere to the above, they may be served with a fixed penalty or abatement notice.

Should Barnsley Council incur additional cleansing costs as a result of the promotional event, an appropriate retrospective charge will be levied to the Consent Holder along with any appropriate administration fees.

Any litter created from the promotional event must not be placed in the public refuse bins, please dispose of any waste responsibly.

[Business Waste Responsibilities](#)

## HEALTH AND SAFETY

All activities must meet all current health and safety legislation, for example all cables on site must be adequately tested and covered or preferably positioned well above head height. Necessary fire-fighting equipment must be provided and be readily available.

## ACCESS AND EGRESS

Vehicle movement to and from any promotional space must only take place within the hours permitted by the relevant Traffic Regulation Orders. Barnsley town centre hours are normally 5am to 9.30am and 4.30pm to 6pm. Wombwell high street, the times are 3pm to 10am, the times refer to the pedestrian

precincts Monday to Sunday. Exceptions apply when the organiser has been instructed to move by the Police or Barnsley Council.

Some spaces may require bollards to be removed to gain access to set up. Place Management must be aware of your proposed arrival and departure times to enable the bollards to be removed in a timely manner.

## VEHICLES

Vehicle users must comply with South Yorkshire Police, advice that states: "Whenever a vehicle is driven upon footway areas, it should be guided by another person so as to inhibit excessive speed and prevent conflict with any pedestrians in the vicinity". Their advice is given without prejudice and would not absolve any person from criminal or civil liability.

Vehicles used for towing or transporting units or equipment to a site must be removed from the site before the promotional event commences. All trailers must be disconnected from the towing unit. The only vehicles permitted on site are those with prior consent and are detailed on the Consent Permit. The vehicles given consent will form part of the promotional event, and they must be branded vehicles.

Any vehicular movement on site must be taken with proper provision for public safety. No vehicle is to remain on the area outside the agreed time without permission. Staff associated with the activity, are not permitted to park privately owned vehicles on site or within their designated spaces. [Find a Car Park](#)

All vehicles must use drip trays to avoid oil marks on the paving. The Consent Holder will pay for the removal of oil marks or fuel spillages caused by vehicles used as part of the set up or delivery of their promotional event.

Suitable spaces that can accommodate vehicles will be determined by the Place Management team and shall be strictly adhered to.

Any cabling from a promotional event vehicle must be sited in line with current health and safety legislation.

## INSURANCE

The Consent Holder will indemnify the council against all actions, costs, claims, and demands that may result from their use of the highway under the Consent granted by Barnsley Council.

The Consent Holder will be required to take out public liability insurance in the sum of at least £5,000,000 (we may request this be raised if your promotional event is deemed to be of a higher risk) such details will need to be provided to Barnsley Council at the time of booking.

## FEES AND CHARGES

A fee will be charged for all promotional events unless specified differently by the Place Management team.

Place Management reserve the right to charge additional fees if extra staff time is spent on administration and the monitoring of your promotional event. This includes any out of hour deliveries of promotional trailers.

## CANCELLATIONS

All cancellations must be in writing by email or by post. Should an event be cancelled after a Consent Permit is issued, administration charges up to the full hire fee for the space may become payable.

Barnsley Council reserves the right to cancel or withdraw any Consent Permit at any time prior to the date in question.

Consent Holders may be required to curtail or cancel a promotional event on the day, in the circumstances of an emergency or any other authorised legitimate access requirements for which no satisfactory alternative access arrangements can be made.

Where the Consent Holder and any team members do not abide by our 'conditions of use' or the activity is not contained within the agreed promotional event space, Place Management reserves the right to stop the event while it is in progress. Fees will not be returned should this occur.

## LEAFLET DISTRIBUTION

Where the promotional event includes the distribution of printed material, for example, leaflets, flyers, cards, menus, or any other such printed material, litter must be collected and removed within a 50m radius by the Consent Holder during and after the event.

It is not permitted to hand out material in the form of a sticker or any other self-adhesive backing.

Any distribution of printed material must be restricted specifically within the booked promotional event space. The Consent Holder and team members shall wait to be approached by members of the public when leafleting from a static promotional event space.

Public waste bins are not permitted to discard of any unwanted materials generated from your promotional event: [Business Waste Responsibilities](#)

Please adhere to the: [Clean Neighbourhoods and Environment Act 2005](#)

Should Barnsley Council incur any additional cleansing costs as a result of the promotional event, then an appropriate retrospective charge will be levied along with any associated administration costs.

For further information and to apply for a Consent Permit please visit our website: [Leaflet and flyer distribution](#)

## NOISE

The use of loudspeakers shall not be used for the purpose of direct advertising; it is an offence under the Control of Pollution Act 1974 to directly advertise a product or service using a loudspeaker.

The Consent Holder will ensure that sound levels generated by their promotional event are kept to a reasonable level and do not cause any noise nuisance to other businesses, residents, or members of the public in the vicinity. If a complaint is received by Barnsley Council, immediate corrective action must be taken.

If music, live or taped is to be played during the promotional event, the Consent Holder may need a music licence from PPL PRS Limited. PPL PRS Limited is a joint venture between the Performing Rights Society (PRS) and Phonographic Performance Ltd (PP Ltd). You should check if a licence needs to be obtained for your promotional event at the following website below:

[What is TheMusicLicence - PPL PRS](#)

## FILMING

When promotional event spaces are booked for filming, all details of requirements for vehicles, cabling, lighting, tracking, props, and other equipment must be agreed in advance with the Place Management team and strictly adhered to.

## STREET COLLECTIONS

A street collection licence is required to collect money or sell articles for the benefit of charitable or other purposes. If you require a static or roaming pitch to carry out this activity you will in the first instance need to submit a booking form, this includes anyone requesting space for bucket collections. Once your space has been authorised by the Place Management team, we will then support you in applying for a charitable street collections licence.

Please note charitable street collection licences are controlled by Barnsley Council's [Licensing Department](#). If a valid licence is required and not granted the booking of your pitch/space will automatically be cancelled.

## BOOKING RESTRICTIONS

We are unable to accept bookings which conflict with our core values or policies at Barnsley Council, for this reason requests for space involving any promotions associated with gambling, tobacco, vaping, and any other smoking related products will not be permitted.

Barnsley Council do not permit any promotion of products of a harmful, undesirable, offensive and objectionable nature.

Requests for promotions involving alcohol will be considered on an individual basis, in consultation with our Public Health team. All such decisions will be final.

Promotional spaces are not bookable for public assemblies (this term includes demonstrations). It is best practice to consult with South Yorkshire Police by contacting 101.

Promotional spaces are not bookable for political related events and religious instruction. This does not impede the right to freedom of speech. Please contact the Place Management team if you have a query.

## EQUAL OPPORTUNITIES

The Consent Holder will comply with the council's Equal Opportunities and Health and Safety policies. Details can be found on Barnsley Council's website: [www.barnsley.gov.uk](http://www.barnsley.gov.uk)

## CONTACT US:

Place Management Team

Regeneration and Culture

Growth and Sustainability

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