

SWANSEA CITY CENTRE **PROMOTIONAL & EVENTS LETTINGS SERVICE**

SERVICE INFORMATION & TERMS & CONDITIONS OF USE



All bookings are subject to availability and compliance with the following Terms and Conditions of Use. As part of the application process you will be asked to confirm that you have read, understood and agree to these conditions.

1. AIM OF SERVICE

There are many different types of activities that take place in the City Centre on a daily basis. The aim of City Centre Promotional and Events Lettings is to enable individuals and organisations to carry out legitimate promotional and event based activities in the City Centre in a regulated environment to avoid causing congestion, impinging on pedestrian safety or access, obstructing access of emergency vehicles or adversely affecting local businesses by creating noise, disturbance, fumes or litter.

There are two aspects to the Service. 'Structural Lettings' regulates the placement of structures on the highway and the 'Canvassing Lettings' regulates those that do not wish to use a structure e.g. leaflet distributors, market researchers, direct debit fund-raisers etc. Both involve an application process, the designation of specific sites and the issue of permits.

The Service is run by City Centre Management which is part of the City and County of Swansea and the following terms and conditions have been put in place to govern the regulation and administration of the Lettings Service. This is over-seen on site by the City Centre Rangers.

2. ADMINISTRATION OF SERVICE

A. Designated Letting Sites

- i. Several sites have been designated for Lettings – please see attached table and location map.
- ii. Users will only be permitted to use the sites listed on the days allocated via their permit.
- iii. Users may also apply for the use of undesignated sites in the City Centre. These will be assessed for their appropriateness on an application by application basis which will include, among others, an assessment of access and safety.
- iv. Any structure or equipment brought into the City Centre is used at the owners risk and is considered the customer's property.
- v. The City and County of Swansea withhold the right to apply restrictions to Lettings.

B. Booking Sites

Bookings are administered on a first come first served basis and according to the following criteria:

- i. Applicants are asked to give as much notice as possible of their intended Letting(s) to enable the booking to be processed. A minimum of **2 weeks** notice of the first required date(s) is needed.
- ii. When booking multiple sites across and over several months, an application form is submitted each month unless otherwise advised.
- iii. A block or multi booking is classed as 6 separate dates taking place within a period of four months.

- iv. The sites may be booked Monday – Sunday, however, restrictions may apply depending on bank holiday trading e.g. on 25 December and Easter Sunday.
- v. Additional booking limitations may be placed upon the sites dependent upon demand, resources and other types of activities e.g. major events, road and maintenance work, shop fitting etc.
- vi. Fund-raisers (including direct debit collections) and charities are permitted 2 sites per day with a maximum of 2 days per week.
- vii. No more than two different fund-raising organisations cannot operate on the same day.
- viii. Two canvassers are permitted per Canvassing Site. This excludes the Canvassing Site immediately within the entrance to Swansea Market (Site 5) where only one canvasser is allowed.
- ix. Four representatives are permitted per Structural Letting Site.
- x. Where multiple bookings are received for the same date and site, priority will be given if the applicant is a City Centre business and/or if the applicant is local to the Swansea area.

C. Site Fees & Charges

Where applicable, a fee will be charged for use of the Lettings sites. Please see the Fees and Charges sheet. The following criteria will be applied.

- i. Fees for use of the Canvassing Site close to the entrance of Swansea Market (Site 5) are calculated at 50% of the standard charge rate. This is because this site is limited to one canvasser.
- ii. The pricing structure will be reviewed annually. Charges maybe automatically increased in line with inflation and/or to reflect local and other changes.
- iii. ‘Local’ organisations are defined as those whose headquarters are based within the boundary of the City and County of Swansea Local Authority Area.
- iv. Businesses based in the City Centre, as per the boundary applied by City Centre Management, receive 50% discount.
- v. Payment is generally administered by invoice from City Centre Management. Cash and cheques are also accepted (*cheques made payable to ‘City and County of Swansea Promotional Lettings’*).
- vi. A flat fee for street trading consent applies in addition to the Lettings fee for those seeking permission to use the City Centre to run an event involving multiple market type stalls.
- vii. Depending on the variety and complexity of applications that are received, City Centre Management reserves the right to exercise discretion over the pricing structure. For example, on occasion where there are additional requirements placed upon the service e.g. site management, out of hours access etc the charges may be increased.
- viii. Payment of the site fee must be received **in advance** of the Letting. All bookings will remain provisional until payment has been received in full. In the event of payment not being received the booking will be cancelled forthwith.
- vix. If a booking is cancelled with less than two calendar weeks notice, no refund will be given. If more than two weeks notice is given, a full refund will be made.

vix. Special Offers

- a) The following special offers are available to Lettings customers:
 - 10% discount for 6 or more dates booked.
 - 50% discount for City Centre businesses.
- b) Businesses based within the City Centre are entitled to the following:
 - 1 free booking for new or relocated businesses.
 - 1 free booking for the first time use of the Service.
 - 1 free for any businesses directly affected by major development work taking place in the City Centre.

3. OTHER PERMITS

- A. The Quadrant and Parc Tawe Shopping Centre's are privately owned. To use these facilities please contact 01792 460312 and 01792 653249 respectively. Please note space is restricted within the Quadrant.
- B. If you wish to collect money for charitable purposes (excluding direct-debit fund raising), a street collection licence is required. This service is not administered by the City Centre Management. Please contact the Council's Licencing Team on 01792 635600.
- C. From 'Busk til Dawn' is a busking scheme set up to encourage street performances and entertainment in the City Centre. Please enquire with City Centre Management if you are interested in this.
- D. Street trading is subject to street trading consent which is over-seen by City Centre Management. Individual street traders must apply separately for use of the designated street trading pitches which operate in addition to the Lettings Sites. For event lettings involving multiple craft, market and other types of stalls, street trading consent must also be issued, however, this forms part of this Lettings Schemes for which fees and terms apply.

4. AUTHORISATION

A permit number will be issued to successful applicants. Permit details must be known by all agents working on site and checks may be undertaken by the City Centre Rangers.

5. EXCLUSIONS

- A. Accidents claims groups/solicitors who wish to solicit injury claims are not permitted under this Scheme. This is guided by the Compensation Act 2006.
- B. Pay day loan companies, high interest lenders and opportunistic buyers are also excluded under the Council's anti-poverty directive.
- C. The Lettings Scheme is for promotional purposes only. Bookings from individual street traders/ those wishing to sell goods or services/ receive money on the street are subject to other arrangements. Please enquire with City Centre Management.
- D. City Centre Management reserves the right to refuse applications from any organisation or individual, or to terminate consent at any time, where it is felt that their presence in the City Centre would not be in the interest of City Centre Management, the City and County of Swansea and/or users of the City Centre.
- E. Equally, City Centre Management is sensitive to the commercial needs of the businesses in the City Centre and may reject or curtail an application where legitimate concerns are identified, for example, regarding claims of over-competition.
- F. Previous use does not guarantee future permission.
- G. Appeals for aggrieved applicants whose application has been refused or terminated will be determined in the first instance by the City Centre Manager. Ongoing issues should be referred to the Council's Corporate Complaints Team.

6. VEHICLE USE *(applicable to Structural Lettings only)*

- A. Structural Lettings maybe subject to a weight restriction. Vehicles, trailers or any other items that are heavier than 3.5 tonnes are prohibited. Princess Way (Site B) is exempt.
- B. Due to the Traffic Regulation Order and safety of shoppers throughout the City Centre the Letting must be set up by 10am and operate until at least 4.30pm.
- C. No vehicle movement what-so-ever, is permitted within the pedestrianised area of the City Centre between **10.30am and 4.00pm.** The automatic bollards are locked between these hours.
- D. Vehicle movement before set up and after take down must be taken with proper provision for public safety. Hazard warning lights must be used and vehicles must travel under 5mph at all times. Ideally, a banks-person(s) should be used to walk in front of any vehicles being driven through the City Centre.

- E. Any object, e.g. vehicle, trailer, stand, stage, marquee, table (or individual) etc must be sited so as not to cause any obstruction to the entranceway of any building or shop front or cause obstruction to pedestrians using the area.
- F. Vehicle access to the Structural Lettings sites is only available via the access point advised by the City Centre Management and City Centre Rangers. Access by any other means is prohibited.
- G. Members of your organisation are not permitted to park privately owned vehicles in or around Lettings Sites. Vehicles used for towing or transporting units or equipment must also be removed. Please ask for advice on the nearest car parking facilities.
- H. Any Structural Letting (including vehicles and trailers) are not permitted to stay in the City Centre overnight unless otherwise arranged.
- I. All display vehicles must use drip trays to avoid oil marks on the paving. The user will pay for the removal of oil marks or fuel spillage or any other damage. An invoice will be issued for any costs incurred.

7. **GENERAL HEALTH & SAFETY** (*applicable to Structural Lettings only*)

- A. All on-site cables or other potential trip hazards must be adequately covered.
- B. Where appropriate, fire extinguishers must be available.
- C. Where generators are used, will need to be mechanically sound with up to date certification. Equally, the generator must be sectioned off from the public for safety reasons and staff using the generator must be properly trained. The generator fuel must also be secured away from the public and possible ignition sources. 'Super silent' generators are the preferred option, however, the City Centre Rangers will advise on site if noise levels are unacceptable.
- D. All promotional displays must be safe, tidy and attractive to the satisfaction of the City Centre Management.
- E. Depending on the content of the Letting a separate risk assessment may be required. The applicant will also identify the risks and measures to be taken to effectively manage the risk as part of the application process.
- F. For Lettings involving the use of food and food tasting, the appropriate food hygiene measures and certification will be required in advance.

8. **CONDUCT**

- A. The applicant will be responsible for the satisfactory behavior of any employees or other people involved in the Letting.
- B. Members of your organisation must not cause any nuisance, obstruction or annoyance to any other users of the City Centre. Conduct and approach must be of a friendly nature and an aggressive sales technique will not be acceptable.
- C. Individuals must not cause any obstruction to the entranceway of any building or shop front or cause obstruction to pedestrians using the area.
- D. The user will ensure that sound levels generated by his / her activity do not cause any nuisance to other persons and/or businesses in the vicinity.
- E. The use of loud hailers, and/or amplifiers is prohibited unless specifically agreed with the City Centre Management in advance.
- F. No illegal or unauthorised advertising of the event (e.g. use of 'A' frames, bill posters or banners) is permitted.
- G. Smoking, eating and drinking are prohibited in and around the sites.
- H. Users will be required to wear an identity badge bearing a photograph and company name and address at all times.
- I. The user will abide by all other reasonable rules and regulations made for the orderly management of Swansea City Centre and for its maintenance as a high profile retail centre.
- J. Use of static displays or other structures is strictly prohibited at Canvassing Lettings Sites (excluding Canvassing site 5 where a small exhibition/box type structure is allowed).

- K. Canvassing is restricted to within a 2.5 metre radius of the identified Canvassing Lettings Site.
- L. Canvassers must stand no more than 5 metres apart at any time.
- M. No monies are to be taken on Lettings Sites unless explicitly agreed in advance.
- N. Where personal details are collected from the public during the course of a Letting i.e. for direct debit collections, all arrangements must comply with the Data Protection Act.

9. LIABILITY

- A. No liability whatsoever shall attach to the City Centre Management or City and County of Swansea. The applicant will be fully liable for any insurance claims arising from the use of the Lettings Site. An **Indemnity Agreement** must be completed prior to use and users of the Structural Lettings Service must provide evidence of valid Public Liability Insurance to the value of at least **Five Million** pounds. An application will remain unconfirmed until these arrangements are in place.
- B. The user will be responsible for the reasonable cost of repair to the highway, street furniture or other items if damage is caused by his/her Letting. Invoices will be issued to the applicant for any damages.
- C. Litter generated as a result of the Letting e.g. use of samples and flyers, must be removed from the site on a regular basis. If additional cleansing costs are incurred by the City and County of Swansea as a result of the Letting, then an appropriate charge will be made to the user. Users may also be fined.

10. PERMISSION/ RELOCATION RIGHTS & ENFORCEMENT

- A. Each application will be determined on its individual merit. Exclusions may apply (see Section 5)
- B. The submission of an application for use of the Lettings Service (including on-line applications) does not automatically constitute a booking. Bookings will be confirmed when the application is fully administered and a Permit Number formally issued.
- C. Under the Code of Recommended Practice on Local Authority Publicity in Wales, during the period between the notice of an election and the election itself restrictions on use of the Lettings Service by candidates, politicians and/or political groups directly involved in an election will apply.
- D. The City Centre Management, City and County of Swansea, South Wales Police, Mid and West Wales Fire Service and Wales Ambulance Service reserve the right to remove or relocate applicants if required.
- E. Consent holders may be required to curtail or cancel a Letting on the day, in the event of emergency or other authorised legitimate access requirements for which no satisfactory alternative access arrangements can be made. In this situation, an appropriate refund will be given.
- F. Consent will be terminated immediately on the occurrence of any serious breach in the terms and conditions of use or where the Letting differs from that stated in the application submitted. The City Centre Management will have sole discretion in determining what amounts to a serious breach. On termination, the site shall be vacated immediately.
- G. The sub-letting of sites is strictly forbidden.
- H. Appropriate enforcement action will be taken against any organisation or individual using the City Centre without appropriate authorisation or where there is a breach in the terms and conditions. Measures will be taken under the **Highways Act, 1980** and the by-law '**For the Good Rule and Government of the County Borough of Swansea for the Prevention and Suppression of Nuisances**' (1907). In relation to 'Touting' the by-law states:

"No person shall in any street or public place for the purpose of selling or advertising any article or obtaining custom tout or importune to the annoyance or obstruction of passengers"

11. SUPPLEMENTARY INFORMATION & ENCLOSURES

- *Application Form*
- *Table of Designated Letting Sites*
- *Location Map of Lettings Sites*
- *Lettings Fees & Charges Schedule*

To book online go to:

www.swansea.gov.uk/citycentre/promotional/lettings

Swansea City Centre Management

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