

Licence and Indemnity Agreement Workflow:

1. Collect Instructions contained in Memorandum

**CITY AND COUNTY OF SWANSEA
CULTURE AND TOURISM DEPARTMENT**

APPLICATION FOR AN INDEMNITY AGREEMENT

Please complete the sections below and return this form to me as soon as possible so that the matter may be considered:-

1. APPLICANTS FULL NAME ...Eileen Elizabeth Bartlett
2. APPLICANTS ADDRESS ...9 Tir Yr Yspty, Bynea, Llanelli SA15 9AZ.
3. TELEPHONE NOS. ...01554 227994 / 07787991686.....
4. E-MAIL ADDRESS eileen.bartlett09@talktalk.net
5. REPRESENTING THE FOLLOWING ORGANISATION ...Friends of Parc Williams, Loughor.....
6. FULL NAME OF PERSON AUTHORISED TO SIGN AN INDEMNITY
... Eileen Elizabeth Bartlett.....
7. POSITION IN ORGANISATION(SECRETARY/TREASURER ETC.)
Secretary.....
8. DATE/DATES OF EVENT Sunday 16th August 2015.....
9. NAME OF EVENT ...Sunday Afternoon Band Concert.....
10. LOCATION REQUIRED ...Parc Williams, Castle Street, Loughor.
11. TIMES OF USE/PLEASE STATE IF IT INCLUDES SETTING UP AND CLEARING AWAY TIMES) 1pm-6pm approx includes setting up and clearing away times

Please note that if your application is accepted an Indemnity in favour of the Council must be completed including insurance cover of at least £5,000,000(Five Million Pounds) and any reinstatement work required after the Event.

SIGNED BY APPLICANT ...Eileen Bartlett (Mrs).....

DATE RECEIVED
.....2.8.15.....

2. Establish whether event organiser is a charity and prepare Licence and Indemnity agreement using appropriate template:

If charity, use free template

If non-charity, use chargeable template

[FREE TEMPLATE]

LICENCE AND INDEMNITY AGREEMENT

DATED the _____ day of _____ 2015

WHEREAS **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA OF CIVIC CENTRE, OYSTERMOUTH ROAD, SWANSEA SA1 3SN** (hereinafter called “**the Council**”) has agreed to grant **[insert organisation]** of **[insert address]** (hereinafter called “**the Organiser**”) the licence and right to use **[insert location]** in the City and County of Swansea for **[insert name of event]** on the following day(s) and times:

[insert date/s]

[insert times]

The Council acknowledges receipt of £1 from the Organiser. This amount was paid by the Organiser to the Council in consideration of the Council entering into this Agreement. The parties acknowledge and agree that this amount constitutes sufficient and adequate consideration for the purposes of this Agreement.

NOW IN CONSIDERATION of such permission and payment as aforesaid the undersigned duly authorised signatory for and on behalf of **the Organiser** HEREBY **UNDERTAKES AND AGREES that:**

INDEMNITY

The Organiser shall take every reasonable precaution not to damage or injure any property or persons.

Without prejudice to the Council’s remedies for breach of Contract, the Organiser shall fully indemnify the Council and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:

1. death or injury to any person;
2. loss or damage to any property excluding indirect and consequential loss;
3. infringement of third party Intellectual Property Rights;
4. any other loss

which might arise as a direct consequence of the actions or negligence of the Organiser, his staff or agents in the execution of the Contract.

This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Council or its staff.

LIMIT OF ORGANISER’S LIABILITY

The limit of the Organiser’s liability for each and every claim by the Council, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be five million pounds.

INSURANCE

The Organiser shall insure and maintain insurance against liabilities under the Indemnity in this Agreement in the following sums:-

- Public liability insurance for a sum not less than five million pounds per claim; and
- Employers liability insurance for a sum not less than five million pounds per claim;

If specifically required by the Council, nominated insurances shall be in the joint names of the Organiser and the Council.

The Organiser shall, upon request, produce to the Council documentary evidence that the insurances required are fully paid up and valid for the duration of the permission.

ACCEPTANCE

Should the Organiser fail to return this signed Agreement to the Council for any reason but the Organiser still holds the abovementioned event, then this shall be deemed as acceptance of these terms and the terms of this Agreement shall apply to the event nonetheless.

AS WITNESS the hands of the parties hereto:

Signed for and on behalf of
the COUNCIL
by

Authorised Signatory

.....

Signed for and on behalf of
the ORGANISER
by

Authorised Signatory

.....

[CHARGEABLE TEMPLATE]

LICENCE AND INDEMNITY AGREEMENT

DATED the _____ day of _____ 2015

WHEREAS **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA OF CIVIC CENTRE, OYSTERMOUTH ROAD, SWANSEA SA1 3SN** (hereinafter called “**the Council**”) has agreed to grant **[insert organisation]** of **[insert address]** (hereinafter called “**the Organiser**”) the licence and right to use **[insert location]** in the City and County of Swansea for **[insert name of event]** on the following day(s) and times:
[insert date/s]
[insert times]

The Council acknowledges receipt of £25 from the Organiser. This amount was paid by the Organiser to the Council in consideration of the Council entering into this Agreement. The parties acknowledge and agree that this amount constitutes sufficient and adequate consideration for the purposes of this Agreement.

NOW IN CONSIDERATION of such permission and payment as aforesaid the undersigned duly authorised signatory for and on behalf of **the Organiser** HEREBY **UNDERTAKES AND AGREES that:**

INDEMNITY

The Organiser shall take every reasonable precaution not to damage or injure any property or persons.

Without prejudice to the Council’s remedies for breach of Contract, the Organiser shall fully indemnify the Council and its staff against any liability, loss, costs, expenses, claims or proceedings in respect of:

1. death or injury to any person;
2. loss or damage to any property excluding indirect and consequential loss;
3. infringement of third party Intellectual Property Rights;
4. any other loss

which might arise as a direct consequence of the actions or negligence of the Organiser, his staff or agents in the execution of the Contract.

This Condition shall not apply where the damage, injury or death is a direct result of the actions, or negligence of the Council or its staff.

LIMIT OF ORGANISER’S LIABILITY

The limit of the Organiser’s liability for each and every claim by the Council, other than for death or personal injury, whether by way of indemnity or by reason of breach of contract, or statutory duty, or by reason of any tort shall be five million pounds.

INSURANCE

The Organiser shall insure and maintain insurance against liabilities under the Indemnity in this Agreement in the following sums:-

- Public liability insurance for a sum not less than five million pounds per claim; and
- Employers liability insurance for a sum not less than five million pounds per claim;

If specifically required by the Council, nominated insurances shall be in the joint names of the Organiser and the Council.

The Organiser shall, upon request, produce to the Council documentary evidence that the insurances required are fully paid up and valid for the duration of the permission.

ACCEPTANCE

Should the Organiser fail to return this signed Agreement to the Council for any reason but the Organiser still holds the abovementioned event, then this shall be deemed as acceptance of these terms and the terms of this Agreement shall apply to the event nonetheless.

AS WITNESS the hands of the parties hereto:

Signed for and on behalf of
the COUNCIL
by

Authorised Signatory

.....

Signed for and on behalf of
the ORGANISER
by

Authorised Signatory

.....

3. Prepare Email to Organiser attaching agreement:

If organisation is a charity, then do not charge fee and use email template below:

Dear Event Organiser

I am contacting you on behalf of the Special Events team regarding the above matter and attach a Licence and Indemnity Agreement for your kind attention. Providing it is in order, would you please print off the attached Agreement and arrange for it to be signed by an authorised signatory? Please then return the signed copy to me at the address below or by email as soon as possible.

In addition, I would be grateful if you would please provide me with a copy of your insurance policy for Public Liability (and Employers Liability if applicable) in the sum of at least £5,000,000 (five million pounds) as required by the Licence and Indemnity Agreement.

I thank you in anticipation of your assistance in this matter.

Kind regards

[insert contact details of special events officer]

If not charity, then £25 fee:

Dear Event Organiser

I am contacting you on behalf of the Special Events team regarding the above matter and attach a Licence and Indemnity Agreement for your kind attention. Providing it is in order, would you please print off the attached Agreement and arrange for it to be signed by an authorised signatory? Please then return the signed copy to me at the address below or by email as soon as possible.

The fee for the Licence and Indemnity Agreement is £25.00 and I look forward to receiving this with the return of the signed document at your earliest convenience. Cheques should be made payable to the 'City and County of Swansea.' In addition, I would be grateful if you would please provide me with a copy of your insurance policy for Public Liability (and Employers Liability if applicable) in the sum of at least £5,000,000 (five million pounds) as required by the Licence and Indemnity Agreement.

I thank you in anticipation of your assistance in this matter.

Kind regards

[insert contact details of special events officer]

If insurance documents have already been provided with instructions, then check they are acceptable (ie correct level of cover, organisation, type of liability etc) and if so, use wording below for non-charity:

Dear Event Organiser

I am contacting you on behalf of the Special Events team regarding the above matter and attach a Licence and Indemnity Agreement for your kind attention. Providing it is in order, would you please print off the attached Agreement and arrange for it to be signed by an authorised signatory? Please then return the signed document to me at the address below as soon as possible.

The fee for the Licence and Indemnity Agreement is £25.00 and I look forward to receiving this with the return of the signed document as soon as possible. Cheques should be made payable to the 'City and County of Swansea'.

I thank you in anticipation of your assistance in this matter.

Kind regards

[insert contact details of special events officer]

For charity whose insurance documents are provided with instructions:

Dear Event Organiser

I am contacting you on behalf of the Special Events team regarding the above matter and attach a Licence and Indemnity Agreement for your kind attention. Providing it is in order, would you please print off the attached Agreement and arrange for it to be signed by an authorised signatory? Please then return the signed copy to me at the address below or by email as soon as possible.

I thank you in anticipation of your assistance in this matter.

Kind regards

[insert contact details of special events officer]

4. Keep Indemnity register of actions taken to date and update with actions taken so far:

Indemnity no.	Organisation	Event Name	Event Date	Received Instructions	Indemnity Sent	Received Signed Indemnity	Received Insurance	Fee
001	Friends of Parc Williams	Sunday Afternoon Band Concert	16.08.15	04.08.15	Yes			

If insurance already received, tick box
If fee not applicable, write N/A in box
Leave remaining boxes blank until reply received

6. File copy instructions/memorandum, unsigned agreement and emails in electronic file under indemnity number

7. Answer telephone or email queries received regarding insurance, Licence and Indemnity agreement or payment of fee

8. Wait for reply - Letter/email received with signed agreement (plus fee and ins docs if applicable)

Check the following have been received:

8.1 Signed licence and indemnity agreement - electronic or hardcopy is acceptable

8.2 Payment (if not charity) - usually by cheque payable to The City and County of Swansea or cash

8.3 Insurance documents – check eg they contain the correct type and amount of cover, are current for the event date and are in the correct name

9. Update register with details of what's been received

10. If items not received from 8.1-8.3, send chaser to organiser:

Dear Event Organiser

Further to my previous email, I note I do not appear to have received the [signed agreement, insurance evidence and payment] from you. I would be grateful if you could please send these to me as a matter of priority.

Kind regards

[insert name of special events officer]

11. Update remaining items in register once received