

## **Schedule of Mandatory and Volunteered Licence Conditions**

### **MANDATORY CONDITION: SUPPLY OF ALCOHOL**

- (1) No supply of alcohol may be made under the premises licence:
  - a. at a time when there is no Designated Premises Supervisor in respect of the premises licence, or
  - b. at a time when the Designated Premises Supervisor does not hold a personal licence or his personal licence is suspended.
- (2) Every supply of alcohol under the premises licence must be made or authorised by a person who holds a personal licence.

### **MANDATORY CONDITION: IRRESPONSIBLE PROMOTIONS**

1. The responsible person must ensure that staff on relevant premises do not carry out, arrange or participate in any irresponsible promotions in relation to the premises.
2. An irresponsible promotion means any one or more of the following activities, or substantially similar activities, carried on for the purpose of encouraging the sale or supply of alcohol for consumption on the premises:-
  - (a) games or other activities which require or encourage, or are designed to require or encourage, individuals to:
    - (i) drink a quantity of alcohol within a time limit (other than to drink alcohol sold or supplied on the premises before the cessation of the period in which the responsible person is authorised to sell or supply alcohol), or
    - (ii) drink as much alcohol as possible (whether within a time limit or otherwise);
  - (b) provision of unlimited or unspecified quantities of alcohol free or for a fixed or discounted fee to the public or to a group defined by a particular characteristic in a manner which carries a significant risk of undermining a licensing objective;
  - (c) provision of free or discounted alcohol or any other thing as a prize to encourage or reward the purchase and consumption of alcohol over a period of 24 hours or less in a manner which carries a significant risk of undermining a licensing objective;
  - (d) selling or supplying alcohol in association with promotional posters or flyers on, or in the vicinity of, the premises which can reasonably be considered to condone, encourage or glamorise anti-social behaviour or to refer to the effects of drunkenness in any favourable manner;
  - (e) dispensing alcohol directly by one person into the mouth of another (other than where that other person is unable to drink without assistance by reason of disability).

### **MANDATORY CONDITION: FREE TAP WATER**

The responsible person must ensure that free potable water is provided on request to customers where it is reasonably available.

## **MANDATORY CONDITION: PROOF OF AGE SCHEME**

- (a) The premises Licence Holder or club premises certificate holder must ensure that an age verification policy is adopted in respect of the premises in relation to the sale or supply of alcohol.
- (b) The Designated Premises Supervisor in relation to the premises licence must ensure that the supply of alcohol at the premises is carried on in accordance with the age verification policy.
- (c) The policy must require individuals who appear to the responsible person to be under 18 years of age (or such older age as may be specified in the policy) to produce on request, before being served alcohol, identification bearing their photograph, date of birth and either:-
  - (i) a holographic mark, or
  - (ii) an ultraviolet feature.

## **MANDATORY CONDITION: REQUIREMENT TO MAKE SMALL ALCOHOL MEASURES AVAILABLE**

The responsible person shall ensure that:-

- (a) where any of the following alcoholic drinks is sold or supplied for consumption on the premises (other than alcoholic drinks sold or supplied having been made up in advance ready for sale or supply in a securely closed container) it is available to customers in the following measures:
  - (i) beer or cider: ½ pint;
  - (ii) gin, rum, vodka or whisky: 25 ml or 35 ml; and
  - (iii) still wine in a glass: 125 ml;
- (b) these measures are displayed in a menu, price list or other printed material which is available to customers on the premises; and
- (c) where a customer does not in relation to a sale of alcohol specify the quantity of alcohol to be sold, the customer is made aware that these measures are available.

## **MANDATORY CONDITION: SALE OF ALCOHOL - DUTY + VAT**

1. A relevant person shall ensure that no alcohol is sold or supplied for consumption on or off the premises for a price which is less than the permitted price.
2. For the purposes of the condition set out in paragraph 1—
  - (a) “duty” is to be construed in accordance with the Alcoholic Liquor Duties Act 1979(a);
  - (b) “permitted price” is the price found by applying the formula—
$$P = D + (D \times V)$$
where—
    - (i) P is the permitted price,
    - (ii) D is the amount of duty chargeable in relation to the alcohol as if the duty were charged on the date of the sale or supply of the alcohol, and

- (iii) V is the rate of value added tax chargeable in relation to the alcohol as if the value added tax were charged on the date of the sale or supply of the alcohol;
- (c) “relevant person” means, in relation to premises in respect of which there is in force a premises licence—
  - (i) the holder of the premises licence,
  - (ii) the Designated Premises Supervisor (if any) in respect of such a licence, or
  - (iii) the personal Licence Holder who makes or authorises a supply of alcohol under such a licence;
- (d) “relevant person” means, in relation to premises in respect of which there is in force a club premises certificate, any member or officer of the club present on the premises in a capacity which enables the member or officer to prevent the supply in question; and
- (e) “valued added tax” means value added tax charged in accordance with the Value Added Tax Act 1994(a).

### **MANDATORY CONDITION: EXHIBITION OF FILMS**

The admission of children to film exhibitions is to be restricted in accordance with film classification recommendations made by the British Board of Film Classification.

### **MANDATORY CONDITION: DOOR SUPERVISORS**

Any individual(s) at the premises carrying out a security activity must be licensed by the Security Industry Authority, as required by section 21 of the Licensing Act 2003.

### **CONDITIONS CONSISTENT WITH OPERATING SCHEDULE:**

#### **1. General**

- a. The event is expected to attract a maximum of 850 guests in 2024 (including guests, staff, speaker, musicians and contractors). As the festival matures there may be a desire to grow the event, however, in order to protect and maintain the personal community feel, a maximum upper limit of 2000 people would be adhered to.

The capacity for each year will be stated in the Event Management and Safety Plan after reviewing the previous year’s event, including feedback from residents and local authorities. incident logs and complaints.

- b. The event will be held once yearly and is expected to take place in July subject to other events in the area.
- c. The Event Organisers will give at least 3 months’ notice of the dates proposed to the Licensing Authority, Derbyshire Fire and Rescue, Derbyshire Constabulary, Derbyshire Environmental Health Department (and other relevant authorities/bodies).
- d. The Event Organisers will provide a full Event Management and Safety Plan to accompany the initial Licence application. Further to this. the Organisers will provide an EMSP on an annual basis; and a draft will be submitted three months prior to the event date, and a final version will be submitted 28 days prior to the Event commencing.

- e. The Event Management and Safety Plan will include but is not limited to:
- I. Event Overview
  - II. Event Contacts
  - III. Tree of Responsibility/Management Plan Security and Stewarding
  - IV. Fire Safety Plan and Risk Assessment
  - V. Temporary Demountable Structure Risk Assessment and Method Statements
  - VI. Camping Facilities viii. Sanitary Facilities
  - VII. First Aid Facilities
  - VIII. Provision of Drinking Water
  - IX. Waste Management Facilities
  - X. Traffic Management Plan
  - XI. Lighting Plan
  - XII. Incident and Emergency Plan Crowd Management Plan
  - XIII. Adverse Weather Plan
- f. The Event Management and Safety Plan will be the framework by which the event will be operated. The EMSP will be written with the guidance from our external safety officer and advice from the local authorities. All of the conditions outlined in the Event Management and Safety Plan will be adhered to.

## **2. Prevention of Crime and Disorder**

- a. Access to the event is strictly limited to members of the public who have purchased a ticket, have an invite or a contract to be on site.
- b. All attendees including staff, artists, traders, and contractors will only be admitted on site with production of relevant documentation. This will be managed by our suitably trained security team and volunteer workforce, and overseen by the site manager. They will be operating out of the HQ / registration tent.
- c. We will have a zero-tolerance policy on crime and disorder, this will be highlighted when tickets are distributed and further reiterated when guests arrive on site.
- d. A security team supported by a volunteer team of marshals and stewards will be on site throughout the event.
- e. Whilst on site everyone must always display a wrist band or identity lanyard.
- f. Anyone found to be on site without a valid ticket or acting outside the guidelines for the event will be made to leave.
- g. As detailed in the Event Management and Safety Plan, we will communicate with our key personnel via radios to allow for an efficient response. A register of all security and volunteer personnel will be kept, this will be available to relevant persons upon request.
- h. Any incidents of disorderly behaviour refused access to the site etc will be kept in the site incident book, held in the organisers site office.

## **3. Public Safety**

- a. A full and detailed Event Management and Safety Plan (EMSP) and risk assessment pack will be prepared and available on request.
- b. The event organisers will maintain a strict count of the number of attendees and will be able to produce this number upon request by any of the Responsible Authorities or other relevant persons.

- c. A copy of the Premises Licence and Event Management and Safety Plan will be available for inspection upon request by any relevant persons.
- d. The site build and erection will be carried out according to the erection and dismantle procedures and timetables defined within the Event Management and Safety Plan.
- e. Certificates will be obtained for the sign-off of all temporary demountable structures prior to the event opening to the general public. Sign-off certificates will be scanned and kept on the shared drive and made available as requested.
- f. No glass will be allowed on site, and we will take appropriate measures to prevent any glass bottles or containers being brought onto the site. (Details of which are included in our Event Management and Safety Plan).
- g. We will obtain all relevant food hygiene certificates and proof of relevant safety documentation from all food vendors.
- h. The Event Organisers will hold public liability insurance with £10million cover, and all contractors, exhibitors are expected to hold similar levels of insurance. We will obtain and store risk assessments and insurance details for exhibitors.
- i. Any vehicle moving about on site both will adhere to the outlined speed limit of 10 mph, and will use designated routes to minimise potential contact between attendees and vehicles, Full details of site vehicle movements are contained in the Event Management and Safety Plan.
- j. All generators used on site will be diesel-powered
- k. All electrical installations will comply with the general provisions outlined in the Electricity at Work Regulations 1989.
- l. Festoon and stake lighting will be in operation in order to provide adequate lighting of all entrance and egress points around the site.
- m. Necessary precautions with regards to fire and risks of fire will be considered prior to the Event. These will be detailed in our Event Management and Safety Plan.
- n. All documentation of contractors and traders relating to Risk Assessments, Method Statements and Insurance Cover will be collated and stored on a shared drive and can be shared to any of the relevant persons.

#### **4. The Prevention of Public Nuisance**

- a. We will provide traffic management and noise management plans within our Event Management and Safety Plan outlining the steps we will take to reduce noise levels and minimise disruption to the local area. Precautionary steps include but are not limited to:
  - I. The figuration/positioning of Sound Systems
  - II. Music times and durations
  - III. Noise control procedures and minimisation of sound exposure
  - IV. Complaints monitoring and action
  - V. Complaint reporting.

We will keep a log of any complaints made during or after the Event takes place.

- b. We will have skips, bins and recycling points for waste on site, provided by a recognised waste management company.
- c. Litter picks will take place throughout the event as outlined in the Event Management and Safety Plan.

- d. We will keep all deliveries of equipment staging, decorations and waste collection to acceptable working hours as scheduled outlined within the Event Management and Safety Plan.
- e. Residents will be able to contact the organisers regarding public nuisance. We have been in contact with the residents immediately neighbouring the site and have provided contact details.
- f. Residents further afield can find contact details through our website.
- g. Sound tests will be conducted as per the Event Management and Safety Plan

## **5. The Protection of Children from Harm**

- a. No persons below the age of 15 are permitted to be on site - this is stated in the terms to conditions of sale and on the tickets when people purchase them.
- b. During the event we will notify guests of our age policy via signage displayed around the site and at the on-site bar, stating both the refusal of alcohol sales to persons who are underage, and the refusal of sales to persons attempting to purchase alcohol on behalf of someone under 18 years of age.
- c. All bar staff and on-site security will be sufficiently trained to conduct a Challenge 25 policy. Any guests under 18 will wear a different coloured wrist band, alongside this we will apply an age verification policy and ask individuals who appear under the age of 25 to produce identification bearing their photograph, date of birth and holographic mark or ultraviolet feature, Failure to produce a valid form of identification will result in refused entrance to the Site.
- d. An HQ/registration tent will be the designated welfare point for lost persons or vulnerable adults should they become detached from their parents, guardians, or carers. It will be clearly signposted and constantly staffed by personnel with relevant DBS checks, throughout the event as detailed in our Event Management and Safety Plan.