To: Ashford Borough Council
International House
Dover Place
Ashford
Kent
TN23 1HU

Attn: Licensing

Tel: 01233 331111

Application for Consent for Publicity Display

At:	*** Tenterden High Street**		**Please tick appropriate box**
	Other:		
If OTHER please give details			
Full names of **Applicant Address** Daytime Telephone No:			
Full names and address of **Organisation** (if any)			

* A plan of the area that can be used will be sent when you are given written confirmation that the display may go ahead.

I wish to use the above Highway land ("the site") for a publicity display as follows:

Date	**Time**	**Details of Event** (please give precise details of the nature of the display, e.g. groups of mime artists, caravan giving out information, etc). If you are displaying posters please attach copies.			
Is it intended to carry out a collection of money	**Yes/No**	Are leaflets to be handed out?	**Yes/No**	Is it intended to sell any items?	**Yes/No**

If a vehicle will be used for the display please state:	Dimensions of vehicle	
	Model & Make of vehicle	
	Registration No	
Otherwise state:	Type of display (e.g. stall, table, etc.)	
	Size of display	
Do you wish to play music? What form? (e.g. tape deck, singing, etc)	**Yes/No:** ***Details***	

Do you wish to use amplifiers?	**Yes/No**	Will electricity be required? (see Condition 9)	**Yes/No**
Have you ever been refused a Publicity Display Consent? (please give details)			
I am prepared to be personally bound by the terms and conditions shown overleaf and I enclose a note from my insurance company or broker confirming that the requisite policy is in force and confirming the extent of cover (see Condition 8)			
Signed Dated			

Ashford Borough Council is the data controller for any personal information collected in this application. Your information will be used to administrate the licence, processing is being conducted relying upon a contractual legal basis. Your data may be shared with other departments within the council for the purpose of improving services, keeping records up-to-date and for the protection of the public fund. It may also share your data with other bodies responsible for auditing public funds for these purposes. You can find further information about data sharing to identify fraud at www.ashford.gov.uk/transparency/data-protection/data-sharing-to-identify-fraud/. Your information will be retained as long as you hold the licence + 12 years. For more information about your data protection rights please see our data protection pages which can be found at www.ashford.gov.uk or contact the Data Protection Officer, Ashford Borough Council, International House, Dover Place, Ashford, Kent TN23 1HU.

Terms and Conditions Relating to Use of Highway Land

1. I will ensure that the display is sited only where the Council indicates*. Space will be allowed for any emergency vehicles to obtain access to the premises in the street and nothing will be positioned closer than 5 metres to the surrounding shops or 3 metres to the highway. Sandwich boards will be limited to the immediate vicinity of the display, not placed in the surrounding street where they will constitute an obstruction.

2. If the display is to be roped off, I will ensure that any supports are free standing and that no equipment is affixed to the surface of the highways or tree guards.

3. Drip trays or similar receptacles will be provided to prevent any risk of oil from vehicles dripping onto the carriageway/pavement surface.

4. No collections, or sales of goods, articles or other merchandise will take place without prior written consent from the Council.

5. If leaflets are handed out by persons manning the display I will ensure that any which may be discarded by members of the public are quickly recovered and carefully disposed of, so as to prevent the occasion being the cause of undue litter in the Town Centre.

6. I accept responsibility for the security of the display and its contents. I appreciate that the Council cannot accept liability for any damage which may be suffered as a result of this permission except for death or personal injury arising from the negligence of the Council or its employees.

7. I indemnify the Council in respect of any damage caused to Council property (including damage to the highway, turf) or to property of third parties and, subject to Paragraph 6, any death or injury caused as a result of or in any way arising from the display.

8. I attach a note from an insurance company, or broker, confirming that Third Party and Public Liability Insurance cover in the sum of at least £5 million for any one accident has been arranged effective for the whole period covered by this consent.

9. I understand that power supplies are available within the area of the display but that I must agree specific requirements with the Highways Section of the Development Services Directorate at least seven days prior to the display.

10. I understand that all electrical equipment used must comply with the current British Standards under the Institute of Electrical Engineers (IEE) Regulations and that they must also be Portable Appliance tested (PAT).

11. I undertake that no video or other visual display will be of such a nature that could cause distress to young children.

12. If I am given permission to use amplifying equipment it will be operated to avoid causing disturbance to the public and to the occupiers of neighbouring business premises.

13. I will ensure that a person will be in attendance at all times with all vehicles used on the site to ensure that every vehicle can be moved to allow access for emergency vehicles.

14. If the display/display vehicle is carried/towed to the display area, the vehicle carrying/towing the display will be parked in a public car park and not left in the display area.

15. I understand that the display technically constitutes an obstruction of the highway and will inform Ashford Police of the presence of the display.

16. At the end of the event, I will leave the area in a neat and tidy condition and all debris and rubbish will be removed.

17. I will not permit animals, fish, birds or reptiles to be sold, given away or used as prizes.