



ABERDEEN
CITY COUNCIL

RECEIVED
14 AUG 2014
[Signature]

CIVIC GOVERNMENT (SCOTLAND) ACT 1982
APPLICATION FOR GRANT / RENEWAL OF LICENCE
FOR PUBLIC ENTERTAINMENT

| Applicant's Details - COMPLETE EITHER QUESTION 1 OR 2 AND ALL OTHER QUESTIONS. | | | |
|--|--|---------------|----------------|
| Q1 To be completed if applicant is an individual | | | |
| a. Full name | Surname (including any maiden name) | Forename(s) | |
| b. Home address | Postcode: | | |
| c. Telephone No. | Home | Mobile | |
| d. E-mail address | | | |
| e. Age, date & place of birth | Age | Date of Birth | Place of Birth |
| f. Are you self employed? | Yes <input type="checkbox"/> No <input type="checkbox"/> If no give name & address of employer Name: Address: Postcode: | | |
| g. Are you to carry out day-to-day management of the business? | Yes <input type="checkbox"/> No <input type="checkbox"/> If not give full name, home address and date of birth of the manager. Name: Address: Date of Birth: | | |
| Q2. To be completed if applicant is a Company or Partnership | | | |
| a. Full name of Company/Partnership | Company <input checked="" type="checkbox"/> or Partnership <input type="checkbox"/> Name: FRIENDS OF HAZLE HEAD SC043564 | | |
| b. Address of Principal or Registered Office | HAZLEHEAD COMMUNITY CENTRE PROVOST GRAHAM AVENUE Postcode: AB15 8HB | | |
| c. Telephone No. | | | |
| d. E-mail address | [REDACTED] | | |

e. Full names, home addresses and dates and place of birth of all directors or partners (continue on separate sheet if necessary)

| Name | Address | Date of Birth | Place of Birth |
|-------------------|------------|---------------|----------------|
| James Gary Walker | [REDACTED] | [REDACTED] | [REDACTED] |
| ROSS THOMSON | | | |
| | | | |
| | | | |

f. Full name, home address and date and place of birth of employee or agent who is to carry out day-to-day management

| Name | Address | Date of Birth | Place of Birth |
|------|---------|---------------|----------------|
| | | | |

Q3. Has any party named in Q1 or Q2 above been convicted of any crime or offence (including any spent convictions as defined in the Rehabilitation of Offenders Act 1974)?

Enter Yes or No Only
 Yes No

Q4. Have you had an application for a similar licence refused in the last year?

Yes No
 If yes please give date:

Q5. Licence Details

a. Type of licence applied for

| | | |
|--------------------------------|----------------------------------|---|
| GRANT <input type="checkbox"/> | RENEWAL <input type="checkbox"/> | TEMPORARY <input checked="" type="checkbox"/> |
|--------------------------------|----------------------------------|---|

b. If renewal, state expiry date of current licence

Expiry Date:

Q6. Premises Details

a. Name and address of premise(s) to be licensed

Name: HAZLEHEAD PARK
 Address: ABERDEEN
 Postcode: AB16 8BJ

b. Telephone No. of premises

N/A

c. State the kind(s) of public entertainment or recreation. Tick all that apply

Bonfires Bowling alleys Bungee-Jumping Sites

Church Halls Community Centres Concert Halls

Dance halls Discotheques Dry Ski Centres

Fairgrounds Fetes with Tented Accommodation

| | |
|--|---|
| | Firework Displays <input type="checkbox"/> Halls used for Voluntary Organisations <input type="checkbox"/> Ice Rinks <input type="checkbox"/> Motorbike Stunt Shows <input type="checkbox"/> Pop Concerts <input type="checkbox"/> Live Band performances <input checked="" type="checkbox"/> Variety Shows <input type="checkbox"/> Musical Shows <input type="checkbox"/> Raves <input type="checkbox"/> Musical Festivals <input type="checkbox"/> Paint Ball Games <input type="checkbox"/> Laser Displays <input type="checkbox"/> Laser Games <input type="checkbox"/> Health and Fitness including Gyms <input checked="" type="checkbox"/> Public Halls <input type="checkbox"/> Roller Skating Rinks <input type="checkbox"/> Schools and other Educational Establishments or parts thereof within which the number of members of the public admitted to or taking part in any single event or activity at any one time exceeds 60 <input type="checkbox"/> Skateboarding <input type="checkbox"/> Sports Centres <input type="checkbox"/> Swimming Pools <input type="checkbox"/> Vehicle Stunt Shows <input type="checkbox"/> |
|--|---|

| | | |
|--|-------------------------|-----------|
| d. State days and hours of trading for which the licence is required | Days | Times |
| | Saturday 30th August | 9am - 5pm |

| | |
|--|------|
| e. State the maximum number of persons to be admitted to the premises at any time. | N/A. |
|--|------|

| | |
|--|-----------------------------|
| f. Please provide the name and contact details of an individual with whom an inspection of the premises can be arranged. | Barbara Jones [REDACTED] |
|--|-----------------------------|

Check List

I have enclosed

a) a copy of the Third Party Public Liability Insurance

b) the appropriate fee

Q7. (A) I/we declare that I/we shall, for a period of 21 days commencing with the date of submission of this application, display at or near the premises mentioned at Q5, so that it can conveniently be read by the public, a notice complying with the requirements of Paragraph 2(2) of Schedule 1 of the Civic Government (Scotland) Act 1982. A form that may be used for this purpose is attached.

OR

(B) I/we declare that I am / we are unable to display a notice of this application at or near the premises because I/we have no rights of access or other rights enabling me/us to do so.

(C) I declare that the particulars given by me on this form are correct to the best of my knowledge and belief.

Delete (A) or (B) as appropriate. Where declaration (a) is made, there must be produced in due course, a Certificate of Compliance with paragraph 2(2) of Schedule 1 to the Civic Government (Scotland) Act 1982.

Date: 13/08/2014

Signature of applicant or agent: 

Print Name ROSS THOMSON

Agent's address: TOWN HOUSE, BROAD STREET, ABERDEEN,
AB10 1FY

Position of applicant in company/partnership if not otherwise stated:

DIRECTOR

Date received:

Amount Paid:

Receipt Number:

NB. Any person who in connection with the making of this application makes any statement that he/she knows to be false or recklessly makes any statement that is false in a material particular may be guilty of an offence.

When completed, this form should be returned to the Office of City Solicitor, Aberdeen City Council, Ground Floor, Town House, Aberdeen, AB10 1AQ along with the appropriate fee. Cheques should be made payable to "Aberdeen City Council". For assistance in completing the form, please telephone Licensing on (01224) 522377.

DATA PROTECTION ACT 1998

Aberdeen City Council (the Data Controller) will process the information on this form for the purpose of granting or refusing this application. The information will be disclosed to Grampian Police and Grampian Fire & Rescue Service. It may also be circulated to other Council departments where appropriate and to any other relevant body. It may also be intimated to the H M Revenue and Customs. The information will also be published as part of the Licensing Committee Agenda and Minutes and held on a public register all of which will be available to members of the public on request.



Mr M Greig
Friends of Hazlehead
Town House
Broad Street
Aberdeen
AB10 1FY

Contact Name:
Contact Number:
Contact Email Address:
Date:

Colin D Mackenzie
(01463) 702417
6th August 2014

Dear Mr Greig

HIGHLAND COUNCIL COMMUNITY SCHEMES – 2014/2015

I enclose the renewal documentation for your attention. Please note an invoice for £110.81 will be sent out after the 15th April 2014. If you have decided to pay by Direct Debit, 12 monthly payments of £9.23 will be debited from your account on the 15th of the month, no invoice will be issued.

Please ensure that the sums insured shown above are adequate for reinstatement purposes in the event of a claim. Please note unless all sections of cover and sums insured have not been agreed at renewal that the previous year's cover will apply until such point that everything has been agreed and documents issued. Should you wish to alter the basis of policy cover post renewal date; a policy cover declaration will need to be agreed with Zurich Insurance prior to the issue of policy documents.

Policy Cover

You should note in particular that the Public Liability Policy covers the normal activities expected to be undertaken by your organisation.

Your Responsibilities

- ◆ Disclose any facts that may effect policy cover
- ◆ Disclose any new material facts or any change in facts previously advised to us.
- ◆ If you are in any doubt about any fact being considered material then you should disclose it.

Please remember to let me know of any significant changes that have taken place or are planned as failure to do so could invalidate your insurance policy.

Please do not hesitate to contact me if you have any queries in connection with the above.

Yours faithfully

Colin D Mackenzie
Insurance

You have the right to cancel your insurance policy up to 14 days from the date of this letter, Please return all insurance documents to the address below

Finance Service – Insurance
Glenurquhart Road, Inverness, IV3 5NX



Insight

Horticultural, Music & Cultural Policy Schedule

The Policy, the Policy Schedule, Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule issued.

| | |
|----------------------------|-----------------------------|
| Policy Number: | XAO-272023-8573 |
| Insured: | Friends of Hazlehead |
| Business: | Community Groups |
| Period of Insurance | |
| From: | 1 st April 2014 |
| To: | 31 st March 2015 |
| Renewal Premium: | £110.81 |

Premiums are inclusive of Insurance Premium Tax and admin fee.

| | |
|---|-----------------------------|
| Schedule Number: | 01 |
| Effective Date: | 1 st April 2014 |
| Preparation Date: | 1 st April 2014 |
| Long Term Undertaking Expiry Date: | 31 st March 2017 |

PART A – Material Damage

| Premises Address | Buildings Sum Insured |
|---------------------------------|------------------------------|
| Broad Street, Aberdeen AB10 1FY | £0 |

Insured Perils applicable to Material Damage: 1-13

Excesses

The following excesses apply to each and every loss arising in respect of each and every separate premises:

Malicious Damage, Storm, Flood, Escape of Water, Falling Trees or Branches £250

Operative Endorsements: 1, 2, 3, 7 (See Pages 39 – 40)

PART C – All Risks

| Premises Address | Contents Sum Insured |
|---------------------------------|-----------------------------|
| Broad Street, Aberdeen AB10 1FY | £0 |

Excess: £100 each and every loss

Operative Endorsements: 1, 2, 3, 7 (See Pages 39 – 40)

PART E – Public & Products Liability

Limit of Indemnity: £10,000,000

Excess: Nil

Operative Endorsements:

1. Environmental Clean Up Costs

The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the **territorial limits**.

Cover

We will indemnify **you** in respect of all sums including statutory debts that **you** are legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) **our** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum **we** will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

We shall be under no liability:

1. in respect of Clean Up Costs for **damage to your land, premises, watercourse or body of water** whether owned, leased, hired, tenanted or otherwise in **your care, custody or control**
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on **your land, premises, watercourse or body of water** whether owned, leased, hired, tenanted or otherwise in **your care, custody or control**
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by **you** or where they have knowingly deviated from environmental protection rulings or where **you** have knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of **you** of any mining operations or storage, treatment or disposal of waste

or waste products other than caused by composting, purification or pre-treatment of waste water

12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by **you**.

2. Section 3 – Special Exclusion 6b) is amended to read as follows:

Exemplary or punitive damages awarded by any Court of Law outside the territorial limits.

3. The following Section is added.

Section 5 - Corporate Manslaughter and Corporate Homicide Act 2007

We will indemnify the **you** against legal costs and expenses incurred with **our** prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the Period of Insurance in the course of the business.

Provided that:

- a) **our** total liability under this Section will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity in any one period of insurance. This limit will form part of and not be in addition to the Limit of Indemnity specified in the Schedule
- b) this Section will only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the Insured
- d) **you** will give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this Section

- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
 - f) **we** will not be liable for:
 - i) any deliberate or intentional criminal act committed by **you** giving rise to a corporate manslaughter or corporate homicide charge
 - ii) fines or penalties of any kind
 - iii) the defence of any criminal proceedings brought or in an appeal against conviction
- arising from such proceedings in respect of a breach of:
- 1) the Health and Safety at Work, etc Act 1974 or any regulations made there under
 - 2) the Consumer Protection Act 1987 or any regulations made there under
 - iv) defence costs available from any other source or provided by any other insurance or where but for the existence of this Section indemnity would have been provided by such other source or insurance
- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this Section.

4. It is agreed that that Section 3 Exclusion 8 of this Part shall not apply to any discharge, release or escape of legionella from any premises owned or operated by **you** subject to:

- a) a regular risk assessment being carried out of all water systems to assess the risk of legionella and the suitable management of any risk of legionella being identified in the risk assessment; and
- b) compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires disease - The control of legionella bacteria in water systems"; and
- c) details having been supplied by **you** to **us** of the number of premises owned or operated by **you** where cooling towers, evaporative condensers

and/or other apparatus giving rise to an increased risk of legionella are present; and

- d) details having been supplied by the **you** to **us** of all incidents of legionellosis having occurred at any premises owned or operated by **you** in the last ten years.

All Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by **you** shall be deemed to have occurred on the date that **you** first become aware of circumstances which have given or may give rise to such Pollution or Contamination.

This Part shall not apply to any claim arising from Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella from any premises owned or operated by **you** if before the current Period of Insurance **you** had become aware of circumstances which have given or may give rise to such Pollution or Contamination.

Our total liability for Pollution or Contamination, including the indemnity provided by this endorsement, which is deemed to have occurred during the Period of Insurance will not exceed in the aggregate the sum specified in the Schedule as the Limit of Indemnity.

You shall give notice in writing to **us** immediately on becoming aware of circumstances which have given or may give rise to a claim under this endorsement.

PART O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

| | |
|-------------------------|---|
| Persons Insured: | Any Director or Volunteer |
| Capital Sum | £20,000 |
| Weekly Sum | £50 per week (up to a Maximum of 104 weeks) |
| Cover | Sections 2 and 3 – Accident and Assault Cover |