



# **OAKHAM TOWN COUNCIL PARKS AND OPEN SPACES FOR EVENTS POLICY**

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## **A POLICY FOR THE USE OF PARKS AND OPEN SPACES FOR EVENTS**

Oakham Town Council recognises the value and benefit which a culturally diverse and well-designed events programme in its parks and open spaces can bring to both residents of the town but also to draw in visitors, which may also result in extended benefits. This Policy is provided to assist the decision-making process behind building a sustainable and varied programme of events for the town. It also seeks to protect the community and the Council's parks and open space's infrastructure from any negative impacts, which events may cause. The policy aims to guide:

- The number of events that can be held in each park and open space
- The size of events that can be held in each park and open space
- The nature of events that can be held in each park and open space

This policy also aims to communicate the obligations, responsibilities and limitations, which all event organisers have in relation to staging an event in any park or open space managed by Oakham Town Council.

Oakham Town Council is permitted to hold events under section 145 of the Local Government Act, 1972, which gives power to authorities to allow entertainment events in parks. Section 44 of the Public Health Amendment Act 1890 permits certain entertainments in parks, although subject to a limit on the duration of the event. Both acts provide slightly different, though overlapping, powers, and Oakham Town Council is entitled to pick which one it wants to use for the purpose.

Local authorities are sometimes challenged by certain stakeholders when a large percentage of the park is used to hold an event, especially when a large percentage of the park being used excludes the public from their everyday use. Section 145 of the Local Government Act, 1972, speaks of "enclosure", and does permit the public to be excluded, if the open space has been hired and an event is taking place.

The key objectives of this Policy are to:

- Ensure all events are run effectively and comply with relevant legislation
- Ensure the health and safety for event attendees, the wider public and for those working at the event
- Protect the reputation and promote a positive image of Oakham Town Council
- Ensure that events are only approved if organisers can clearly demonstrate they are able to deliver effective planning of an event which is robust and safety focused
- Encourage and initiate events which involve localised community participation and delivery
- Ensure protection of the natural environment by communicating clear environmental, biodiversity and sustainability policies
- Ensure that every effort is made to avoid damage to the park or open space and its contents and that, should damage occur, this is mitigated at the soonest possible opportunity at the expense of the event provider

- Ensure that all pre-event communications with key stakeholders is carried out in a timely and considered manner and accounting for local views as far as permissible
- Encourage and support an annual programme of quality, culturally diverse and sustainable events
- Encourage a culturally diverse range of community and commercial orientated events, which have wide appeal for the residents of Oakham as well as tourists and visitors
- Minimise and mitigate disruption to local residents and businesses

A community event must always be offered with no entrance fees to the public. They will not provide significant advertising or other commercial benefit opportunities to a profit-making business or organisation. The organiser may be asked to provide proof that they are not profiting from allowing third party contractors, e.g. commercial stallholders to attend their event. Entrance fees, where levied for community and third sector stallholders, will be set at an affordable and accessible level and agreed with the Town Council during the event process.

Charity events should be for the sole benefit of a Registered Charity and not for profit. Applications must be received from the charity themselves or include a signed letter of endorsement from the charity. The charity will ultimately be responsible for the event. Not for profit and/or charitable organisations must be able to provide a UK charity number and also demonstrate that all proceeds (over and above costs) will be for the charity.

Event applications must be received no later than 4 weeks prior to the event date to allow officers to complete the required event consultations and full application process. Should applications not be received within these lead times, event proposals may be declined.

No more than one event will normally be approved on the same day in each park or open space (exceptions may be made for smaller/private events which do not adversely impact on daily recreational use of remaining space). Should multiple applications be received for the same park or open space on the same date, one or both of the organisers may be offered an alternative date or park.

Events which would not be granted permission are those which are deemed to be inappropriate, contravene any conditions set-out in the Terms and Conditions of Park and Open Space Hire, or are considered to have a detrimental impact on the “normal day to day recreational use” of the park or open space. Failure to comply with Terms and Conditions will prejudice future event applications. Specific attention is drawn to the potential for noise nuisance as a result of amplified music.

Further reasons for refusal may include:

- Any event which is likely to have an unacceptable impact on the infrastructure and biodiversity of the selected site.
- Any event which does not provide adequate documentation or certification and cannot demonstrate through this process that it should progress to the next stage of the application process.
- Any event which discriminates against any individual or group on the grounds of race, religion, gender, sexual orientation or disability.

- Any event that does not agree to and sign the set terms and conditions of hire prior to the event.
- Any event to which the Council have previously experienced undue, late or non-payment of fees as agreed or where other conditions were not adhered to.

Event organisers will be asked to sign and return their application no later than 14 days prior to the proposed occupation of the site. Failure to return this document prior to this date will mean that the event cannot proceed. Compliance with the conditions (some may contain specific conditions tailored to a specific event) will be monitored, and failure to comply will prejudice future event applications and may result in corresponding legal action.

### **Hiring a Park or Open Space Terms and Conditions**

1. Applications for events will only be considered if submitted within a reasonable time of the proposed event relative to the size of the event i.e. not later than 6 months for major events and 1 month for small events. The Hirer must submit full details of the proposed event for approval. Details to include arrangements for catering, refuse collection and disposal, toilets, general activity to be staged, anticipated attendance figures and health & safety information as appropriate.
2. No part of the park is to be used for any other purpose other than the Purpose of the Hire.
3. The Hirer must conduct their own risk assessment undertaken by competent people, a written copy of which must be lodged with the Oakham Town Council Clerk at least four weeks before the date of the event. This document will be referred to in the event of any claim arising. The Council may review the risk assessment, however it cannot be held responsible for any errors or emissions.
4. The Hirer hires the area indicated on the Hirer's site plan and agreed by the Council. The Hirer does not hire the whole park or site for the Hirer's exclusive use, unless requested and agreed by the Council.
5. Where a temporary electrical installation is being used, a temporary electrical installation report by a NICEIC or ECA electrician or a certificate of compliance with BS7909 must be available upon request.
6. The Hirer's attention is drawn to the requirements of the Health & Safety at Work Act 1974 and other health & safety legislation including the Management of Health & Safety at Work Regulations 1999, Control of Substances Hazardous to Health Regulations 1999 and Electricity at Work Regulations 1989. It is the responsibility of the Hirer to comply with all relevant legislation. If appropriate, the Town Council will provide the Hirer with any information required by health & safety legislate.
7. Bouncy Castles and other inflatables – see HSE safety advice and guidance. It is the responsibility of the Hirer to comply with all guidance and relevant legislation.  
<http://www.hse.gov.uk/entertainment/fairgrounds/inflatables.htm>
8. The Hirer shall indemnify and keep indemnified the Town Council from and against all actions, claims, suits, costs, expenses, losses, injuries, damage and liability howsoever arising out of or by reason or in consequence of the agreement hereby granted (other than action, claims, suits, costs, expenses, losses, injuries, damage and liability resulting from any negligent act of the Town Council, its servants or agents). The Hirer shall effect a third party policy of insurance to a minimum of £5,000,000 per event.

9. The Hirer will be required to produce written evidence of the existence of public liability insurance at such a level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorized to appear at the event.

10. The Hirer is responsible for adequate fire precautions and for the maintenance of clear exits for emergency vehicles and for seeing that none of the footpaths are blocked.

11. The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials and the removal of all advertising. The clearance must be undertaken within 24 hours after completion of the event and reinstatement of land within 48 hours after completion of the event. If the Hirer fails to perform these obligations, the Council reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer.

12. Should the Hirer cancel after written confirmation of a firm booking has been given, the Hirer will be liable for cancellation charges. See the separate 'Fees & Charges' guide for current prices. Cancellations must be in writing (email, fax or letter) or the full hire charge will be payable.

13. The property of the Hirer and Hirer's agents must be removed at the end of the period of hire. The Council accepts no responsibility for any property left on the venue before, during or after hire period.

14. The Hirer must ensure that first aid equipment is provided and all precautions taken against the risk of fire and electric shock, and inform the Town Council of the arrangements intended for an electrical supply to be provided for the event and arrange for the meter to be read and for any other advice, which may be necessary.

15. In the event of a major or long term injury or a death at the event, the hirer must comply with RIDDOR (the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013). For more information see the following website link: <http://www.hse.gov.uk/riddor/> or call the Health and Safety Executives Incident Contact Centre (ICC) on 0845 300 9923.

16. The Food Safety Act 1990 and a number of regulations and codes of practice govern the sale of food. These are enforced within the County by the Environmental Health & Licensing Services. The regulations require any food outlets to be registered. The Hirer must notify the Environmental Health & Licensing Services at least 2 months before the event.

17. The Hirer must ensure that adequate parking arrangements are made for vehicles. Parking is restricted to areas set aside within the site plan and with the prior approval of Parks & Leisure Services. Any parking to highway areas is covered by traffic regulations and may result in parking fines as directed by law.

18. The Hirer is required to comply with the Town and Country Planning (Control of Advertisements) Regulations 1992, whereby unauthorized advertising, including "fly posting", is an offence and therefore strictly forbidden.

19. No posters boards signs flags or other emblems or advertisements are to be displayed inside or outside any part of the Park without the previous consent of the Council.

20. The Hirer is responsible at all times for the organisation and smooth running of the event.

21. Temporary structures must be constructed of sound materials and be suitable for their purpose and must be approved. See HSE guidance and information to help those organising events to manage safe erection, use and deconstruction of temporary demountable Structures

(TDS) <http://www.hse.gov.uk/event-safety/temporary-demountable-structures.htm> The Hirer will be responsible at all times (day and night) for the security and supervision of these structures. The use of floodlighting, other than for security purposes, may require planning permission; the Hirer must notify Environmental Health and Licensing Services at least 2 months before the event.

22. The Hirer must ensure that the bylaws applicable to the park or open space in which the event is to be held are complied with at all times.

23. Hire may be subject to payment of a fee or bond, the amount of which to be determined by Oakham Town Council. The bond must be received at least one month before the event is due to take place. The fee will be invoiced after the event.

24. No noise is to be made, whether by loud speakers or musical instruments etc, after the hour of 10:30pm unless prior agreement has been obtained.

25. No public address system is to be used without the approval of Oakham Town Council.

26. The Hirer must comply with the direction of Oakham Town Council at all times.

37. The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body.

31. The Hirer must comply with any further requirements made by Parks & Leisure Services in respect of this booking.

Oakham Town Council reserves the right to cancel the hiring if details are not submitted, if there is a breach of any of the foregoing conditions, or if the arrangements are deemed unsatisfactory



Name of activity:

Activity Date:

Activity Operating Times: From \_\_\_\_\_ To \_\_\_\_\_

Anticipated number of people:

Have you organised this event before?                      Yes    No

Have you organised a similar event before?                Yes    No

**Section 3: event outline**

Please describe what your Event is and what the elements are.

Please give details of any entertainment, bands, displays, stalls catering, inflatables etc?

What activities are within your Event?

What are the key risks and what are you doing to ensure they are safe?

**Section 4: plan, aim and objectives**

What are you trying to achieve in this Event? Is it to bring the community together, raise money, showcase local talent etc.?

**Section 5: key contacts and roles and responsibilities**

Who are the key contacts for your Event? And what are their contact details?



## **Section 6: crowd management, stewarding and security**

How are you going to manage crowd numbers and movement around the Location, congested areas, pinch points at the Location, the entrances and exits, out of bounds areas etc.?

Please describe the stewards and security will you be providing, where they will be positioned, what times are they working and what are they doing?

Please outline any areas which may need particular attention? Gates, bar areas, children's areas.

## **Section 7: emergency and evacuation procedures**

How would you manage an emergency? Who would you need to get involved? If you needed to evacuate the Location how would you do this?

## **Section 8: severe weather and event cancellation**

What weather conditions will lead to the cancellation of the event? How will you communicate this to the public, staff, performers, and crew?

## **Section 9: medical provision – public, staff, performers & crew**

What medical provision will you have at the Location?

Who has made this assessment?

### **Section 10: media**

Are there any media on board?                      Yes No

If yes, who?

### **Section 11: waste management**

How are you going to keep the Location clean?

### **Section 12: how are you going to ensure that the conditions of hire are met?**

Please provide details on protection of the Location, how you are going to manage the services to make sure they don't cause damage to the Location, etc.

### **Section 13: risk assessments**

You need to complete risk assessments for the event. Please attach these as separate documents.

### **Section 14: insurance**

Hirers are required to hold a current policy of public liability insurance or third party risks (including products liability where appropriate). The relevant limit of indemnity shall be at least £5 million per claim and the Council reserves the right to require a higher limit if deemed necessary.

Hirers will be required to produce evidence of their insurance cover.

Note: All documentation must be produced before the Booking Form is signed by both parties.

All personal information held will be processed as a result of the Contract between the Hirer and the Council and in accordance with the Council's privacy notice which can be found on the Council's website.

I, the Hirer, have received and will comply with the Terms and Conditions for the Hiring of Parks and Open Spaces, and confirm I have all right and consents to enter into this Contract (for the avoidance of doubt when it says Contract, it means this Booking Form, the Hire of Open Spaces, the Terms and Conditions for the Hiring of Parks and Open Spaces and any document referred to in them, any

correspondence from the Council to me, the Hirer, and any special terms agreed in writing). I have attained the age of 18 years.

Signed for and on behalf of the Hirer:

Date: