



Oulton Broad Parish Council (*OBPC*)

On behalf of Nicholas Everitt Park Trust

Terms and Conditions for Events and Hire of Public Spaces

PLEASE READ CAREFULLY

- 1) These terms and conditions should be read with the relevant information in the Council's **Good Practice and Safety Guidelines** for Events and Hire of Public Spaces. The Council reserves the right to add, vary or remove any of these terms and will advise the Hirer accordingly as part of the application and permission process.
- 2) The Hirer must **indemnify** the Council against any death, personal injury, loss of or damage to property and actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis) which arise as a result of the Hirer's negligence or wilful misconduct or non-performance of its obligations under these conditions.
- 3) If any **equipment** is brought on to the site and is left on the site after the event has finished, or is left overnight if the event lasts more than one day, the Hirer shall be responsible for ensuring that any equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, the Hirer shall specifically ensure that the insurance cover to be provided covers all risks for all of the time that the equipment is on Council land.
- 4) All event organisers must hold **Public Liability Insurance**. The recommended minimum level of cover is £5 million per claim. You must also ensure that your contractors hold public liability insurance and any other appropriate insurance, i.e. product liability, employee insurance etc. Copies of the insurance certificates will be kept on file.
- 5) Ensure you are covered under the **Code of Practice on Environmental Noise Control**, environmental protection act 1990 and the Noise at Work Regulations 1989. Some concerts are accompanied by associated activities (e.g. fairgrounds) which can be noisy. These should be taken into account when setting the limit for the music noise level.
- 6) Please make sure that you are satisfied that you satisfy the criteria regarding East Suffolk Licensing Act 2003 statement of Licensing Policy.
- 7) If you are planning an event for fewer than 499 people where there will be entertainment, alcohol for sale, or hot food or drink for sale after 11pm, you may need to submit a **Temporary Event Notice (TEN)**. If the event will involve more than 499 people you may need a full premises licence.
- 8) **Safety Advisory Group** www.eastsuffolk.gov.uk/business/health-and-safety/running-an-

[event-safety/](#) We would suggest that you plan any events that you are running using the guidance and inform East Suffolk.

- 9) The Hirer is responsible for controlling **access** to the site for the duration of the event, which shall include setting up and taking down times. In particular, the Hirer shall so operate any traffic bollards or any other device owned by the Council in such a manner as to prevent unauthorised access to the site. In the event that the Hirer permits or by his actions brings about unauthorised occupation of the site, the Hirer shall pay to the Council all costs properly incurred by it in seeking the removal of such persons from the site. Please respect the park, drive 5 mph with your hazards on. Limit the traffic to the park at all times. Please also be respectful when leaving the park on the public roads.
- 10) All documentation for **fairground** rides must be submitted to OBPC before the event.
 - i. It should be noted that the Deed-of-Gift for Nicholas Everitt Park precludes 'roundabouts' or other noisy equipment.
 - ii. The Council will require details of all equipment and units no less than six weeks prior to the event. Funfair operators are required to provide the Council with the insurance, ride inspection certificates and specific risk assessments for any rides that they intend to have at their event no less than six weeks prior to the event.
 - iii. Certification that the structures comply with the HSE guidance notes must be submitted a minimum of four normal office-working hours prior to the event by agreement or another period, as specified by OBPC.
 - iv. Details of the electrical and structural contractor must be submitted for the council's approval no less than fifteen working days before the event by agreement, or another period, as specified by OBPC.
 - v. Failure to provide the information required by the due date shall entitle the Council to cancel the event.
- 11) All documentation for **Inflatable play equipment** must be submitted to OBPC before the event:
 - i. The operator can provide a copy of the current PIPA test certificate for the equipment.
 - ii. The operator carries out the daily checks on the equipment as required by EIS7
 - iii. You know when the equipment was last fully inspected
 - iv. You get full instructions on its safe operation
 - v. The equipment is clearly marked with limitations of use e.g. maximum wind speeds it will withstand, user height etc.
- 12) For a small event, **temporary structures** may be market stalls and a marquee. Larger events and festivals may include stages, grandstands, lighting towers, gantries, site offices etc.

Larger temporary structures need to be signed off by Independent Engineers before they can be used.
- 13) The event's organiser is responsible for all **safety aspects** of the event prior, during and after the event and must accept liability for any loss, damage injury or death, howsoever and by whomsoever caused.
- 14) **Fly posting in any form is not permitted** and may result in prosecution. Any breach of the condition will result in immediate cancellation of the permission to use the site. The cost of removing the fly posting will be deducted from the hirer's deposit.
- 15) It is not permitted, without prior written agreement, to use any **public address system**, loudspeaker apparatus, engines or generators.
- 16) The giving of goldfish or other **live creatures** as prizes is banned.
- 17) No circuses with **performing animals** of any kind are permitted at any event. The keeping

and/or use of some animals requires a licence to do so e.g. pony/donkey rides or specified dangerous wild animals such as reindeer etc.

- 18) No **car boot or jumble sales** or similar are permitted without prior agreement.
- 19) The **siting** of rides or attractions must be agreed in advance of the event, with OBPC and, as appropriate with East Suffolk Norse™ or other Council contractor.
- 20) **Catering units** are not permitted at events on Council land unless by prior arrangement and agreement has been given to the Hirer in writing. Relevant catering certificates must be produced in advance OBPC. A list of catering stalls is required. Please respect the retailers within the park and within a two-mile radius, speak to them first.
- 21) The Hirer shall at all times comply with any verbal or written **directions** or requirements by an officer of the Parish Council, East Suffolk Norse or other relevant contractor during the duration of the event. Any breach of these conditions or directions by the Hirer or any participant in the event may result in the offending persons being removed from the site and/or immediate cancellation of the event.
- 22) Where an event takes place on a Council site **normally accessible** to the public, the Hirer is to use as little of the site as is reasonable and to make provision for the public access to the remainder of the site.
- 23) The Council reserves the right to **refuse permission** for any booking without being required to give a reason for any such refusal.
 - i. It reserves the right to cancel any booked event or withdraw permission to use the land any time up to and including the day of the event.
 - ii. It reserves the right to cancel any booked event due to poor weather conditions.
 - iii. It reserves the right to cancel the event if it has sufficient concerns or doubts about the safety of the event or if the organisers have failed to comply with advice given by the District Council Safety Advisory Group
- 24) No **advertising material** may be issued or tickets sold until such time as permission has been granted by the Council for the event to take place.
- 25) Public **Firework Displays** at events must be properly planned and managed by a competent company or person i.e. someone with sufficient training and experience.
- 26) **High risk displays/activities** such as open water swimming, military re-enactments using black powder, motorcycle displays etc. require more detailed risk assessments than lower risk entertainment.
- 27) For the benefit and protection of the surrounding land, environment and wildlife and to avoid the risk of damage from fire thereto (the Hirer) agrees that he/she will not release or permit anyone on the land of the Council pursuant to this (Agreement) to mass release **balloons** or release any sky lanterns whatsoever.
- 28) Where appropriate a **deposit** will be taken for each event and will be required on application. This is fully refundable if no issues requiring remedial action arise. The Council reserves the right to deduct from this deposit the cost of any repairs or cleaning up required after the event and to require any additional payments to ensure full repairs etc can be made. Removal of rubbish, clearing up and reinstatement work must be carried out to the standard required by OBPC. It is not the responsibility of OBPC or East Suffolk Norse to clear up after you.
- 29) **Fees** are set annually by the Council with reduced concessions for charities and community groups.
- 30) OBPC does not provide free **car parking** for events in its car parks. Any spaces used will need to pay the relevant charge. Permission to block off areas of the car parks, need to be sought

before the event, OBPC will need to get permission, this may be chargeable by East Suffolk Norse. OBPC reserves the right to deduct from your deposit a fine of £25 for each unauthorised car on site.

- 31) Any **electricity** used should be only as authorised by the Council and will be charged at a flat rate of £10 per supply per day, or by unit used, whichever is the largest.
- 32) It is the event organiser's responsibility to make any arrangements regarding **cleansing, barriers, toilets** directly with East Suffolk Norse or other relevant OBPC contractor and pay any associated costs and to ensure that they have any necessary licences and permissions and comply with all relevant legislation.
- 33) You are responsible for **health and safety** at your event, check the Health and Safety at Work Act 1974
- 34) **Risk Assessments** cover all health, safety and planning aspects of your event. You should develop your risk assessments early on.
- 35) Most events require some professional **security or stewarding** to help with crowd control. Your risk assessments must include your security requirements.
- 36) You must document your procedures for fire, site evacuation, communicating with your audience in an **emergency**, contacting the emergency services etc. It is possible that your event could be the target of a **terrorist** incident and you may have to deal with a **bomb threat or suspicious** items left in or around the area.
- 37) You must provide adequate toilet facilities for your event attendees, staff and contractors. You will also need disabled facilities plus separate sanitary facilities for caterers.
- 38) If your event has the potential to cause **noise nuisance** to nearby residents, your plans will have to be approved by the Environmental Protection Team.
- 39) Consider any weather conditions which may lead your event being cancelled and how you will monitor and manage this.
- 40) **Lighting** needs to be considered if the event will be in darkness at any point.
- 41) No **camping and BBQs** allowed within the park.

EVENT APPLICATION FORM

Please read through the Guidance Notes thoroughly before completing this section.

Name of event _____

Event location _____

Event date _____

Organiser's details:

Name of organisation _____

Name of event organiser/s _____

Contact address _____

Postcode _____ Email address _____

Tel No. Home _____ Tel No/Mobile N^o _____

Event **public enquiries** No. _____

Contact on day of event _____

(This must be provided)

Type of event:

Community event Commercial Event

(If for charity) – **Charity name** _____

Charity registration number _____

Please give the percentage (%) of income raised that will go to the charity concerned _____%

Event Description

Detailed description of proposed event: _____

Date and time to access site for preparation _____

Date/time the site will be vacated after event _____

Event start time _____ Event finish time _____

Admission price FREE Other/Chargeable _____

Approximate number of attendees expected _____

Will any of the following be featured at this event? Please tick appropriate boxes (some may be prohibited at certain sites).

Attractions:

Fireworks/pyrotechnics Details _____

Fairground rides Details _____

Inflatables Details _____

Live music Details _____

Live entertainment Details _____

Services:

First Aid Details _____

Security Details _____

Stewards Details _____

Food/Drink concessions Details _____

Staging Details _____

Marquees Details _____

Generators Details _____

Power Supply Details _____

PA system Details _____

Lighting Details _____

Toilets Details _____

Alcohol provision Details _____

Water provision Details _____

Note: Please supply as much information as possible on all the above items.

After this application has been submitted, **no additional items** may be included without the express consent of the appropriate department in writing.

The council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers.

The event organiser/s should ensure that the site is regularly litter-picked during the event and cleared of all waste/litter after the event.

If the event organiser/s fail to do this the Council reserves the right to carry out any works in default and charge the event organiser the cost incurred.

If damage is sustained by the site as a result of, or in any direct action by the event and its attendees the Council reserves the right to complete works to restore and repair the site and charge the event organiser/s for any cost incurred.

Insurance:

Event organisers are required to hold a current policy of insurance in respect of **Public Liability** and **Third Party risks** (including **products liability** where appropriate). The relevant limit of indemnity shall be an amount no smaller than £5 million per claim and the Council reserves the right to require a higher limit if deemed necessary.

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

Risk Assessments & Event Plan:

Event organisers must supply a copy of (i) risk assessment, (ii) event plan and (iii) site plan together with (iv) their application. The risk assessment must cover all aspects of the proposed events. Should these submissions be insufficient then permission will not be granted.

Note:

All applications must be made a MINIMUM of 42 days before the event. Applications outside of this time will not be considered and failure to comply may result in the Council refusing to grant permission/withdrawing permission for the event.

Application:

OBPC will assess the application in consultation with Suffolk Police, East Suffolk Norse and other relevant organisations. Once OBPC has received feedback the Council will advise the Hirer if the application is successful and what the costs and any specific conditions will be. It will also be passed to the Suffolk Safety Advisory Group (SAG) for their consideration.

If permission is granted for this event, I hereby agree to comply with the terms and conditions of use set out by the Council and any departmental terms and conditions and all reasonable instructions given by all authorised Officers of the Council.

I confirm I have read and agree to all the terms and conditions

I confirm I have enclosed evidence of my Public Liability Insurance, the Risk Assessment, an Event Plan and a Site Plan

Signed _____

Date _____

Printed _____

Position in organisation _____

PLEASE RETURN COMPLETED FORM BY EMAIL TO:

clerk@obpc.uk

For Office Use Only

1) Diary

2) Stakeholders

3) PLI

4) Risk Assessment

5) Event Plan

6) Site Plan

7) Insurance

8) Norse™

9) WDC

10) Payment

11) Confirmation