



EVENTS AND OPEN SPACE POLICY



**Pitstone Parish Council
January 2020**

It was **RESOLVED** to adopt this policy at the full parish council meeting on ...9-1-20 and the Chairman was duly authorised to sign on behalf of the council. ...D Nicholls...

Minute ref ...262/19.2..... This policy will be reviewed annually.

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1. INTRODUCTION

Pitstone Parish Council (PPC, or “the Council”) owns or manages several areas of land in the parish and facilitates a number of events within these areas each year. This policy will detail PPC’s goals in facilitating the staging of events and will also outline what is required or expected of event organisers when planning or facilitating events in and around the Parish. Guidance will be given as to what event organisers need to consider, including: required consultation, associated costs, relevant timeframes and legal requirements when planning an event.

PPC understands that each park and open space is used by a variety of people for a range of purposes. This is why PPC will go through a careful planning and consultation process to help ensure that benefits from events can be maximised whilst disruption to the specific location, the local environment, local residents and the local business community can be kept to a minimum. This policy will recommend preferred practices by the Council along with references to legal requirements that are required when staging particular types of events, such as those containing licensable events.

This policy only applies to events looking to use the parks, open spaces and sports grounds owned or managed by PPC. For clarification, it does not apply to events held on private property such as restaurants or at Pitstone Memorial Hall. To avoid any doubt, this policy does not apply to Council-led events. Council open space covered by this policy includes:

- Pitstone sports ground (known alternatively as the Pavilion Site)
- Pitstone Recreation Ground
(NB: the majority of this land this is a registered village green, so additional restrictions will apply)
- Windsor Road play area
- Hever Close play area and designated ‘kicking space’
- Pitstone Allotments
- Local Green Space between Marsworth Road and The Crescent

These sites include both (a) those owned and/or managed by PPC in its own right, and (b) that where the owner is a charity of which PPC is sole trustee ie the Recreation Ground (owned by the Recreation Ground Charity) which is also a registered Village Green.

Furthermore, day-to-day decisions in respect of all land owned (in whatever capacity) or managed by PPC is taken by a sub-committee. This is either the Sports & Leisure Committee (in respect of land owned or managed by PPC in its own right), or the Recreation Ground Charity (as regards land in respect of which PPC acts as trustee).

Any reference in this policy to “the relevant Sub-Committee” shall therefore mean whichever of the foregoing is relevant to the piece of land in question. The actions and decisions of that body will, it follows, constitute actions and decisions of the Council for the purposes of the Terms & Conditions set out in Appendix 2 to this policy.

2. BENEFITS

Through the facilitation of events PPC can promote Pitstone as a place of business, culture and community. Through this promotion the parish will benefit as a whole.

Many additional benefits can be drawn from facilitating events with each event potentially benefiting different sectors of the community and local businesses. The benefits associated with events can include:

- An improved awareness of Council owned and managed land
- Opportunities for young people through performance and employment
- A cultural boost to the local community
- Development of a strong community
- Improvements on cross community relations
- A boost to the local economy
- Business opportunities both at and surrounding events
- A source of income for local projects through fundraising

The consultation process that necessarily precedes each event looks specifically to ensure that these benefits outweigh any negative impact on local businesses, individual residents and the community as a whole.

3. GOALS

The aim of this events policy is to outline how events should be run for the benefit of the parish, its residents, the event organisers and those who attend events. To achieve this, the following objectives have been identified with reference to the wider vision for the future of the parish:

- PPC will work toward ensuring effective forward planning and management of events, with public safety paramount and the minimisation of public nuisance.
- To ensure that events are being run with due regard to the correct and current legal requirements as well as industry best practice and specific parish policies.
- Events will be planned and run with sufficient environmental protection policies in place to ensure the protection of the parish assets and with minimal disruption to the environment and wildlife.
- PPC may carry out consultation with key stakeholders in a timely fashion to maintain a diverse programme of events that are suitable for, and not objectionable overall to, the wider local community.
- Sensitively increase the range and number of events taking place in the parish; maximising financial gain for the Council and local businesses where possible without causing unacceptable disruption or nuisance to affected communities.
- Encourage the local community to organise events as well as attend and participate in events.
- Ensure that events contribute to and enrich the cultural diversity, vibrancy and economic vitality of the parish.

4. TYPES OF EVENTS

Most events differ depending on their scale, location, content, purpose and target audience. It is easy to recognise that a large music concert will require significantly more planning, have an increased impact locally and will incur higher associated costs than a small community fair, however particular elements of the planning and consultation process (and indeed costs) will apply to both. Through the classification of the 'type of event', PPC will determine hire charges, licence fees and other associated costs along with the level of planning and the appropriate notice required to plan effectively for the event. Event classification can be broken into various considerations detailed below:

- 4.1 **Purpose:** What is the purpose of the event? Is it a community led project, a commercial venture, a private event or a corporate event?
- 4.2 **Scale:**
Small event: Up to 150 attending
Medium event: More than 150, but fewer than 500, attending
Large event: 500 or more attending
- 4.3 **Content:** What is the content of the event?
- 4.4 **Licensing:** Does the event provide licensable activities, such as the sale of alcohol, the provision of music / performance / facilities for dancing or late night refreshment? (See licensing section for full list of licensable activities)
- 4.5 **Timings:** The duration and proposed timings of the event
- 4.6 **Location:** What is the proposed location of the event?

From these considerations PPC gains an indication as to whether the event will have a positive impact for the parish, which goes towards deciding if the event will be granted permission to proceed.

4.1 Purpose

Community Event

When the event is organised by the community for the community, is free to enter/attend and is not for the purpose of selling or promoting a commercial product, it shall be deemed as a "Community Event". Whilst community events will generally be run on a not-for-profit basis in practice, events can still potentially enjoy the discounts offered by PPC for Community Events if they are fundraising through charging entry to an event. These discounts will however only be offered where all monies obtained through entry charges, traders' fees, caterers' fees and any other means go directly to benefiting the community or a non-exclusive community organisation. Ultimately the decision lies with the relevant Sub-Committee as to whether an event can be considered a "Community Event".

Charity / Fundraising Events – local and national

This category includes events that are organised by not-for-profit organisations but can also include events run by commercial companies for charitable fund raising e.g. bike rides and charity runs. These events will need to benefit the parish and local residents in order to be classified as a "Charity Event" or a "Fundraising Event". As before, the ultimate decision about the classification given to an event lies with the relevant Sub-Committee.

Commercial Events

Events that provide a beneficial gain to a particular individual, group or company, be it financial or promotional, will be deemed to be Commercial Events. The following are examples of events that would be classed as commercial events; however the list is not exhaustive:

- Corporate events
- Commercial music concerts, theatre, and comedy or cultural festivals

- Marketing and promotional activities for profit making organisations (not charitable or fundraising)
- Funfairs and circuses
- Private events e.g. a wedding reception / private party / large picnic

An event can fall into more than one category e.g. events can be community led and be considered commercial. The final decision about the purpose (and hence classification) of an event will rest with the relevant Sub-Committee.

4.2 Scale

Small-Scale Events

Small-scale events are classified as those with a potential attendee and staffing level of up to 150. Organisers will need to limit capacity to the agreed level accordingly.

Medium-Scale Events

Medium-scale events are defined as those with a potential attendee and staffing level of more than 150 but fewer than 500. Organisers will need to limit capacity to the agreed level accordingly.

Large-Scale Events

Large-scale events are defined as those with a potential attendee and staffing levels of 500 or more. Organisers will need to limit capacity to the agreed level accordingly.

The relevant Sub-Committee will take into consideration the impact of both the maximum attendance at any one time and the total footfall of the event when determining the scale of an event that spans multiple days.

Notice required by PPC

The scale of an event will determine the required notice period to be given to the Council to enable sufficient planning takes place, and the associated fees and charges. A minimum of 12 weeks' notice is required by the parish council for small- and medium- scale events and a minimum of 26 weeks' notice is required for large-scale events (or, whatever their size, if a Premises Licence is required: see further sections 4.4 and 6.5 below).

4.3 Content

The content of the event will also help the Council determine whether to grant organisers permission to stage the event. PPC will consider each application individually to ensure there is a broad spectrum of events that benefits the community and local businesses as a whole. In addition to these considerations PPC reserves the right to determine the types of events deemed suitable for Council owned and managed land. The final decision on suitability will rest with the relevant Sub-Committee. Special consideration will need to be given to events of a sensitive nature. The decision will be referred to full Council in respect of events such as:

- Political rallies or events organised by groups affiliated with political organisations
- Events featuring adult or potentially offensive content
- Events featuring animals either performing or in attendance
- Events featuring performances by children
- Events of a religious or spiritual nature

Such events may also be required to submit additional material to support their application. By way of illustration, this might include but is not limited to a copy of an "Animal Welfare Policy" for your event. The relevant Sub-Committee will to advise further on this, should an event of this nature be proposed.

4.4 Licensing

The Licensing Act 2003 requires events / activities providing licensable activities to have either a 'Premises Licence', or a 'Temporary Events Notice' (TEN), to permit licensable activities to take place. A comprehensive list of licensable activities and further information relating to those activities can be found on Aylesbury Vale District Council's website

www.aylesburyvaledc.gov.uk/section/beer-and-entertainment

or contact can be made with the District Council's licensing team, by telephoning 01296 585858 or sending an email to licensing@aylesburyvaledc.gov.uk.

It is important to note that any decision for an event site hire featuring licensable activities will require proof of an approved valid Temporary Events Notice or Premises Licence. Being granted permission to hold an event by Pitstone Parish Council does not mean you will necessarily have a Licence approved by Aylesbury Vale District Council (as licensing authority) and vice versa. Any application for site hire does not automatically include the period required for licensing applications and it is the applicant's responsibility to plan effectively to ensure enough time is allowed for this process to be completed.

Important: To the extent that there is no TEN or Premises Licence in place when your application is made, the Council will require to see evidence of this as soon as practicable (and in any event no less than 28 days prior to the event taking place). Furthermore it reserves the right to withdraw permission for the event, and to forfeit any deposit or hire monies already paid by the event organiser, if at that point no TEN or Premises Licence has been obtained from AVDC.

4.5 Duration and proposed timings

The duration and proposed timings of an event will be considered due to the potential disruption to the use of sites, the local community and local businesses. Noise and light pollution are significant factors when considering the timings of your event and you should also investigate any planning law implications of what you are proposing: it is ultimately an event organiser's responsibility, and not for PPC, to ensure that all legal requirements have been met.

4.6 Location

Locations for events must be considered carefully before submitting an application to the Council. Certain locations may only be used to host a limited number of events per year in order to protect the land and in the interest of minimising disruption to the local community and regular hirers, e.g. home sports teams. In addition specific conditions may apply to the hire of certain sites. The relevant Sub-Committee can provide advice to applicants when considering potential locations.

5. APPLICATION AND CONSULTATION

A key element to the successful delivery of any event lies in consultation with other stakeholders. Through consultation, event organisers can identify potential problems in advance and put measures in place to ensure they are avoided; and in extreme cases it can also identify why a particular event would not be suitable to the proposed location. It is for this reason that one of the first steps in staging an event in the parish is to seek approval, through an application process followed by consultation, for the event to take place. Not every event will require consultation each time it takes place, and not all events will require the same level of consultation. The details of when an event requires consultation and the level it requires are detailed in the first of the following sections. Consultation is broken into phases within the planning process, as follows:

- Application process and pre-planning consultation – to gain permission to use Council owned or managed land and to ensure the event can theoretically take place.
- Planning consultation – to minimise the disruption or impact caused by the event and to also maximise potential benefits.
- Post-event consultation – debrief and lessons learned to improve the events service as a whole and to improve the delivery or determine the future of events

Each of the three phases above is outlined in more detail below.

5.1 Stages of consultation and when they apply

This policy covers a wide range of activities and some events will require consultation that others don't. Because of this the following list is non-exhaustive and ultimately, the decision on the level of consultation required falls to the relevant Sub-Committee. The following describes the usual stages of consultation:

Stage 1: Sub-Committee approval

This first stage requires approval from the relevant Sub-Committee. Should that Sub-Committee feel the event will have little or no impact, permission may be granted immediately to use Council land. However, if the Sub-Committee feel (or this Policy states) that further consultation is required due to the potential impact of the event, the application will be sent to the next level of consultation for approval.

Stage 2: Local community groups, interested parties, regular hirers and responsible authorities

This second level of consultation will be sought for events the relevant Sub-Committee feel may have a significant impact on the local environment, community or regular hirers. It may also be sought should that Sub-Committee feel that the 'type of event' may not be suitable for the proposed location. Following this second level of consultation (and in the light of consultation responses), approval will again be sought from the relevant Sub-Committee. If agreement is reached at this stage permission to use Council land may be granted. If however agreement is not met the application will need to be passed to the final consultation phase to seek approval from full Council. Large events should also expect that full Council permission will automatically be needed.

Where fireworks are proposed, or where there may be significant impact on local residents, the council will expect the hirer to consult with near neighbours and confirm to the council that such consultation has taken place.

Stage 3: Statutory consultees, licensing etc

The third stage of consultation will engage the responsible authorities, such as the blue light services, licensing authority, planning authority, insurance etc. Event organisers will be expected to provide proof of necessary consultation and award of all relevant licences prior to the event. Any provisional booking will be deemed invalid if such proof is not provided. No refund will be provided.

The following details how these stages apply to the various scales of events:

Small-scale events (up to 150 attendees)

Particularly small events might not require very much consultation at all. These events would have low numbers attending and have very little impact on the venue. For example a pre-school sports day on the village green with 75 people picnicking, no music and no alcohol would not require consultation. Small events will very rarely require anything higher than a Stage 1 consultation.

Medium-scale events (151 to 499 attendees)

Medium events will require Stage 2 consultation with key stakeholders. For example a charity ball at the sports ground will impact upon the sports home team fixtures, the ability of the sports leagues to work around any non-available dates, other ground hirers and the condition of the sports pitches.

Large-scale events (500 or more attendees)

Large events will require Stage 1, 2 and 3 levels of consultation. Recurring large-scale events will require full consultation prior to every occasion on which they take place.

5.2 Application process and pre-planning consultation

Each event will be subject to the completion of a standard application form outlining the 'type of event' organisers are proposing. The completed application and any further supporting documentation or references will be used to gain permission from the Council to use Council owned or managed land for the staging of the event.

Permission will be sought through approval from committee, council and affected parties. The nature, location and scale of the event will determine the level of consultation required which is outlined above. It should be noted however that permission to use Council owned and managed land for an event does not guarantee the event will take place. Further consultation and approval maybe sought from relevant responsible authorities (such as the blue light services) and other interested parties and in many circumstances a licence or temporary event notice will be required.

5.3 Planning consultation

Event organisers are expected to carry out consultation throughout the planning stages of their event to ensure disruption is minimised, benefits are maximised and that all legal and public safety requirements are met. The type of event will determine the level of consultation required, with a small community event requiring less consultation than that of a large scale event. A rule of thumb is the greater the potential impact the more consultation will be required.

5.4 Post-event consultation

Although it is optional for the event applicant, it is highly recommended that post event consultation take place to gain feedback on the event itself to identify any event related problems. Through this process many problems can be rectified and improved for future events. This is also a stage where the decision may be made to permit or refuse any future events taking place due to the impact the event had, be it positive or negative.

6. EVENT PLANNING

6.1 Health & Safety

Event organisers are responsible for and have a legal duty to ensure the health, safety and welfare of the people attending their events, as well as that of the employees, contractors and sub-contractors working at the event. Please refer to the Health & Safety at Work Act 1974 for further detail. Event organisers will also be required to conform to:

- Events Safety Guides published by the Health & Safety Executive
www.hse.gov.uk/event-safety/
www.hse.gov.uk/event-safety/publications.htm
- RIDDOR 2013
- Fire Safety Order 2005
- Children's Acts 1989 and 2004
- Wildlife and Countryside Act 1981
- Environmental health legislation in force at the relevant time
- Any specific conditions laid out by, local byelaws or instructions from a Council Officer
- Any other relevant legislation relating to public safety

The Council has a duty to ensure that all relevant health & safety guidance is followed, including checking risk assessments, emergency evacuation plans and method statements. In many cases the Council or its partners (e.g. the emergency services) may require changes to be made to plans to improve safety at the event. All health & safety paperwork must be submitted to the Council as per the timetable contained within the application form in Appendix 3, although this may be reduced for smaller events if agreed in advance with the relevant Sub-Committee.

For larger or more complex events the Council may take a more active role. We may wish to meet with event organisers to discuss plans in more detail, and it may be a condition of hire that event organisers attend meetings with the Council and/or the relevant Sub-Committee. It is also a condition of approval that management plans are submitted in advance of the application timetable requirement due to their complexity. If this is the case sufficient notice will be given of any change in deadline.

Ultimate responsibility for compliance to the various legislation falls to the event organisers. Any complaints or enquiries relating to such matters received by the parish council will be forwarded to the event organisers.

6.2 Insurance

Proof of public liability insurance cover of a minimum level of £5,000,000 (five million pounds) will be required for all events, of which evidence must be supplied to the Council no less than 28 days in advance of the event (and without which, the Council again reserves the right to withdraw permission for the event and to forfeit any fees or deposits already paid). The terms of this insurance must completely indemnify the Council against any claims, demands, losses or liability that may result from the event organiser's use of the site. Any additional levels or types of insurance required will be determined by the nature and scale of the event. The final level and types of insurance required will be determined by the relevant Sub-Committee following consultation with the Council's insurers and legal advisers.

Event organisers should note in particular that special insurance is normally required for fireworks, bouncy castles or tug-of-war.

6.3 Welfare facilities

The event organiser is responsible for the provision of facilities and any arrangements must be agreed with the Council in advance. Temporary toilets must meet all health & safety requirements and must not obstruct the highway. In some cases access to existing toilet

facilities may be granted, however permission must be sought in advance. Any associated costs arising from the provision or cleaning of welfare facilities will rest with the event organiser.

6.4 Traffic management and parking

It is the event organiser's responsibility to apply for any necessary street event licence or road closures and to ensure that suitable and sufficient traffic management plans have been made and approved by the necessary authorities. Consideration may also be given to the potential impact on public transport services and where necessary full consultation must take place with key stakeholders, such as Arriva. It is the responsibility of the event organiser to engage and liaise with relevant stakeholders. Designated sites may be hired and used for car parking. There may be specific conditions attached to the hire of parks for these purposes. For example organisers may be asked to install temporary track roadways to protect the ground from damage, particularly if bad weather is forecast. Permission to charge for parking on Council land must be agreed with the Council in advance. Failure to do so will incur a fine, the level of which will be determined by full council.

6.5 Licensing

A Premises Licence or Temporary Event Notice (TEN) will be required for events that include licensable activities such as regulated entertainment or the sale of alcohol. While small events may be covered by a TEN, larger events must apply for a Premises Licence. A licence is required to stage any of the following forms of regulated entertainment:

- A performance of a play
- An exhibition of a film
- Boxing or wrestling entertainment
- A performance of live music
- Any playing of recorded music
- A performance of dance
- Music or performance of dance
- Provision of late night refreshment (11.00pm – 5.00am)
- Sale of alcohol

6.5.1 Temporary Event Notices

Small-scale events for fewer than 500 people (including staff) at any one time, and lasting for no more than 168 hours, do not need a Premises Licence providing that advance notice is given to the Police and the Licensing Authority. Only the Police can object to such a Temporary Event Notice if they believe the event is likely to undermine their crime prevention objective.

Persons wishing to hold such events must give a minimum of 10 working days' notice to the Police and the Licensing Authority. The addresses to which such notices must be sent can be obtained by contacting Aylesbury Vale District Council's Licensing Department. It is recommended that responsible event organisers give far greater notice of events however, to ensure that potential problems can be identified and resolved well in advance (and your attention is specifically drawn to the important note in section 4.4 above, about the time by which PPC must have received evidence of the organisers' Premises Licence or TEN). Ideally the Licensing Authority would like to receive three months' notice of such 'small' temporary events, although it is recognised that this may not be practicable in some cases. Applicants are therefore strongly recommended to contact licensing officers early in the planning of such events to discuss all relevant issues and requirements.

6.5.2 Premises Licences

Premises Licences apply to licensable events at which 500 or more people will be taking part in licensable activities at any one time. Premises Licence applications are a more lengthy process than that needed for a TEN and therefore must be made well in advance of an event. It is advised that at least six months' notice be given should an event require a Premises Licence. Further guidance can be found on the Aylesbury Vale District Council's website or by

contacting their licensing officers. It is the organiser's responsibility to ensure that sufficient time is allocated to apply for a Premises Licence in advance of the event (and again, your attention is drawn to the important note in section 4.4 above about the time by when PPC will require evidence that the requisite license is in place).

6.6 Alcohol

The supply or sale of alcohol is considered a licensable activity and is therefore regulated under the Licensing Act 2003. A Premises Licence or a Temporary Event Notice is therefore required and a designated premises supervisor must be nominated as responsible for the supply / sale of alcohol. Full guidance can be found at www.gov.uk/guidance/beer-licensing. Permission to sell alcohol on Council land must be sought from both the Parish Council and Aylesbury Vale District Council in advance of any event.

6.7 PRS or Broadcast Licences

If the event involves public performances and/or broadcast of musical works (live music/DJ), the event organiser will be responsible for applying for a Performing Rights Society (PRS) licence and adhering to the terms and conditions set out by the PRS (see www.prs.co.uk or call 0845 300 6033 for further details).

If the event involves broadcast of television/Sky eg football matches, the event organiser will be responsible for applying for any necessary licence and adhering to the terms and conditions set out therein.

6.8 Fireworks

It should be noted that it is **illegal** and a **criminal offence** to let off fireworks in a public place, without permission. If you wish to include fireworks at your event, you **MUST** inform the Council at the earliest possible opportunity. All firework applications will automatically require a Stage 2 consultation and most will also require a Stage 3. It should be noted that special rules and regulations apply to any use of fireworks on land owned/managed by the Council and that on some sites (e.g. the Recreation Ground) this may be prohibited. Event organisers must demonstrate they have sufficient and appropriate insurance cover in place. Event organisers must also demonstrate that they can comply with all requirements outlined in the Firework Regulations of 2004 and that they appreciate how the safety of the public and premises will be a priority. Only persons trained to CAT3 in firework ignition will be permitted to place and light fireworks on Council grounds. Organisers are advised to seek advice from the Parish Council early in their event planning. The decision whether to permit fireworks ultimately rests with the full Council. **Anybody releasing unauthorised fireworks** will forfeit their full deposit, will be required to make good (at their sole expense) any damage caused to property (whether belonging to the Council or otherwise), may be reported to the Police (and/or become the subject of a private prosecution by the Council), and will not be permitted to hire Council open spaces (for any kind of event) at any time in the future. Users of fireworks will be required to consult with near neighbours and confirm to the parish council that such consultation has taken place.

6.9 Publicising an event

It is in everyone's interests for an event to be properly publicised in order that it has the best prospect of a good attendance. PPC recognises this and will work with event organisers to assist them with the advertising of, and publicity for, their event.

The erection of posters, boards and banners on Council property should be agreed prior to an event being staged. Event organisers must provide the Council, at least 7 days prior to the event taking place, with a schedule of advertising containing details of locations, numbers, sizes and examples of artwork.

Advertising of this nature may only be displayed at agreed locations. Advertising may only be in place 21 days prior to the first day of the event (or for such longer period, if any, as may be

agreed in writing, in advance of any advertising being erected, with the relevant Sub-Committee). Daily checks must be made to ensure that advertising is securely fixed and that it does not become damaged by weather, graffiti etc. If damage does occur the advertising material must be removed and replaced with new ones. All advertising relating to the event must be removed within 72 hours after the event has taken place. This will be the responsibility of the event organiser. If the council incurs expense removing advertising this will be deducted from the deposit.

The Council does not allow any unauthorised advertising of events on highways structures – lampposts, telegraph poles, traffic signals, safety railings, trees, other street furniture, etc., and event organisers face a maximum fine of £2,500 per contravention if formally enforced under the Highway Act 1980.

6.10 Planning permissions and advertisement consent

The event organiser must check that their proposed signage meets with all the necessary planning regulations for temporary signs and signs near the highway.

6.11 Complaints

A complaints procedure will be operated to service the local community and public as a whole. In the case of small- and medium-scale events the Council's existing complaints framework will be employed unless agreed otherwise; by contrast, in the case of large-scale events (or events that are anticipated to have a significant impact on the local community), a separate and independent complaints policy and procedure must be agreed with the relevant Sub-Committee prior to permission being granted and to include, without limitation, a complaints line which will be operational during the event and will be staffed independently by the event organiser.

6.12 Noise

Noise from an event must be kept at a reasonable level and must not cause an unreasonable nuisance to local residents within close proximity of the site. Events that have obtained a Premises Licence must adhere to any sound level limit or conditions attached to the Licence; noise level monitoring may be required in order to ensure such compliance. At all times organisers must comply with any directions from the District Council's environmental health representatives. It may be necessary to meet in advance with AVDC's Environmental Health officers so that specific volume levels and locations of monitoring points can be agreed. Event organisers failing to keep to reasonable noise limits risk the complete or partial loss of deposit and will not be permitted to host events within the Parish again as well as risking enforcement action from AVDC's environmental protection team. In addition to the protection of the public from noise pollution organisers must also consider the Control of Noise at Work Regulations 2005 for those working prior to, during and post event.

6.13 Environmental health

Event organisers are responsible for informing AVDC's Environmental Health Section of their event. The Environmental Health Section deals with the following areas relating to events:

- Health, safety and welfare of members of the public attending the event, staff and volunteers, entertainers / acts, etc., and any contractors working on site (with responsibilities shared with Building Control if the event is in a sports ground or stadium).
- Temporary structures such as staging, marquees, tents, etc.
- Noise control and the prevention of nuisance to local residents who may be affected by noise arising from activities on site, particularly any musical entertainment.
- Food safety and the prevention of food poisoning arising from any food provided at the event. Event organisers must ensure that all caterers have been registered with their local authority, and they must obtain caterers' food hygiene certification (and produce to the Council if required to do so). An outline of the type of catering and facilities must also be provided in advance.

- The Environmental Health Section may be required to sign off relevant parts of event plans and they may enforce their own conditions on an event, including fees for services.

6.14 Quality and content of events

The nature and content of events should reflect well on the Council and local stakeholders. The Council will not agree to an application that is likely to cause offence to public taste and decency, except where the possible offence is balanced or outweighed by other factors, such as freedom of expression or artistic merit. The full Council will consider such applications on their individual merits.

6.15 Protection of sites

The protection of the Council's owned and managed land is a priority for all event organisers. This also includes the protection of wildlife, flora & fauna and trees. Maintaining biodiversity and protecting the natural habitats of Pitstone's wildlife is a priority. If it is believed that an event will be detrimental to the local eco-system then this will be considered as grounds to deny an application.

6.16 Ground protection

Event organisers must make provisions to protect grass and footpaths from damage. Vehicles are not allowed on site without the prior, written consent of the relevant Sub-Committee. If inclement weather is forecast vehicles may be prohibited from driving on grassed areas; alternatively provisions such as track way, or similar ground covering, may be required in agreed areas. Certain footpaths may need not to be driven on, particularly by heavy vehicles, and the relevant Sub-Committee will advise on such restrictions. If vehicle movement deviates from the agreed plans and damage to footpaths is caused the event organiser will be charged for the cost of repair.

6.17 Waste management

It is the event organiser's responsibility to provide the Council with a waste management plan and ensure adequate facilities are provided for the safe disposal of waste. The Council encourages organisers to make the recycling of waste a priority over disposal to landfill. The disposal of both solid and wet waste must be managed legally and all waste must be clear of site within the pre agreed timescale as set by the Council. Any deviation to the agreed timescale may incur costs and any work that has to be carried out to clean sites and remove waste will be recharged to the organiser, with monies being held back from the returnable damage deposit in the first instance.

6.18 Trees

Careful planning must be undertaken to avoid damage to trees and their roots through the compaction of soil or direct damage to roots themselves. In some cases arboricultural advice may need to be obtained in order to establish measures that are needed to ensure the healthy retention of trees and their roots, the cost of which will be the responsibility of the event organiser. Once a procedure has been agreed with the arboricultural body and the Council, any deviations from this that cause damage will be rectified at the expense of the event organiser, again by deduction from the damage deposit in the first instance.

7. FINANCIAL RESPONSIBILITIES

There are numerous costs associated with the staging of events and these must all be considered by organisers in the very early stages of planning to ensure funds are available to cover them all. The 'Type of Event' being staged will determine the level of costs with scale being a significant factor. With respect to staging events on Council land it should be noted that all event related costs rest with the event organiser. Organisers should consider the main areas of expenditure outlined below:

7.1 Park hire and damage deposit fees

For the hire of Council owned and managed land, a hire fee will be payable along with a returnable damage deposit and a non-returnable booking deposit. The type of event will be the key factor in determining hire and deposit fees. A site inspection will take place prior to and immediately after each event. Should any reinstatement or completion of works be required monies will be held back from the deposits as appropriate to cover costs. Should costs exceed that of the deposit the Council will charge the event organiser for remaining costs. All fees and charges are subject to change and will be reviewed annually.

7.2 Licensing fees

All fees associated with the application for a Premises Licence or Temporary Event Notice, should regulated entertainment or the supply or sale of alcohol take place at the event, will rest with and remain the responsibility of the event organiser.

7.3 Event delivery: associated fees

All fees associated with the delivery of the event will rest with and remain the responsibility of the event organiser. These will by far be the most significant costs for any event and will cover everything from traffic management, content, technical production, staffing, cleaning, facilities, site infrastructure, advertising, promotion, policing and security to name but a few. A point to consider is that many of these services / functions will impact significantly on the successful delivery of the event and should adequate provisions not be in place there is the likelihood that the event will not be given permission to take place. All event delivery related costs will rest with and remain the responsibility of the event organiser. Any costs incurred to the Council caused by an event will be recharged back to the organiser at the associated costs and will incur an administration fee to be determined by the Council.

7.4 Payment and cancellation

Full payment must be received by the Council no less than 4 weeks prior to the event. In the event that full payment has not been received by this time, the location in question will not be available to hire and any agreement relating to it will be deemed cancelled.

If the event organiser cancels the booking less than two weeks before the date of the event there will be no refund. Cancellation with two weeks' or more notice will be subject to a 50% cancellation fee.

PPC reserves the right to cancel events by refusing the use of land should the terms and conditions of hire, legal requirements or financial obligations not be met, or should inclement weather or other unforeseen circumstances occur. The decision as to cancellation will rest with the full Council. If PPC cancels the event due to legal or financial breaches by the event organisers, then no refund will be made. If cancellation is due to inclement weather or other unforeseen circumstances then a full refund, minus any actual costs incurred by the Council in connection with the event, will be made.

APPENDIX 1

CHARGES, DEPOSITS AND DAMAGES

Important Information:

Charges, deposits and damages will be reviewed and confirmed annually. All prices quoted below will have VAT added to them at applicable rates.

The charges set out below are intended to give the most accurate indication of the costs involved with putting on an event in the Council's parks, sports grounds and open spaces. Unfortunately, no two events are the same and these generic charges might not capture certain elements of your event that, ultimately, will affect the cost of hiring Council owned or managed land. A definitive quotation will however be provided upon receipt by the relevant Sub-Committee of your completed Application Form.

Size of event:

Small-scale events: Up to 150 people attending
Medium-scale events: More than 150, but fewer than 500, people attending
Large-scale events: 500 people or more attending

Application Costs:

Application: Cost to make an application: **£25**
Consultation: Cost to go to Stage 2 consultation (if required for the event in question): **£100**
These charges are deducted from the final fee if your application is successful

Hire Charges:

Small-scale events: £100 per day (or part thereof)
Medium-scale events: £250 per day (or part thereof)
Large-scale events: £500 per day (or part thereof)
Non-operating days: 25% of the normal daily charge

Note: Commercial events with no connection to the village such as funfairs, circuses and ticketed events, etc. will be subject to a negotiated fee.

A percentage of the daily hire fee will be charged for "build and break" days, dependent on the disruption / impact caused. The percentage level will be determined by the relevant Sub-Committee.

Key Events:

Some events have been identified as culturally significant and economically beneficial to the Parish. These are known as Community Events and will enjoy a 50% discount on the published rate and will be treated for pricing purposes as if they were a medium-scale event. Events currently falling into this category are: Pitstone & Ivinghoe Firework Festival and Summer Festival and Party in the Park.

Discounts:

Local community organisations, local carnivals, local schools, local places of worship and local registered charities, and any other event designated by the relevant Sub-Committee as a Charity Event or a Fundraising Event, will be eligible for a one-third discount.

Note: Discounts apply only to organisations from, or whose activities demonstrably benefit those who reside, within the parishes of Pitstone and Ivinghoe. Any event that is neither a Community Event nor a Charity or Fundraising Event will be classed as a Commercial Event, and no discount will apply.

Deposit:

A minimum of one day's hire fee is required as a deposit and must be paid in cleared funds, in order to secure your booking, within 7 days after the Council has confirmed acceptance of your Application Form.

Note: Your event's content can affect the amount of the deposit required. For example; if you were to bring funfair rides on to site we might request a larger deposit. You will be informed of the size of deposit required upon approval of your Application Form.

Additional costs and services you may incur:

Waste management:

The event organiser must make arrangements for the disposal of any waste produced by their event.

Licensing fees:

Additional licensing fees will apply to events staging licensable activities; these charges will vary depending on the nature and scale of the event and will be payable to Aylesbury Vale District Council as the licensing authority.

Equipment hire:

It may be possible to hire some equipment from the Parish Council eg rope barriers at the sports ground. Please enquire with the Council for further information.

Street events:

Events that take place on the public highway will incur a cost for the closure of any roads and advertising these closures. Such fees are payable to Bucks County Council as Highway Authority and permission should be sought by the event organiser at the earliest possible opportunity.

Damages / Loss of deposit / Additional charges:

The cost of any damages will be invoiced to the event organiser and VAT will be added.

Failure to comply with the terms and conditions of hire:	up to 100% of the deposit
Any action (or the absence of action) that, in the opinion of the nominated events representative, is likely to significantly compromise the safety of the public or staff:	up to 100% of the deposit
Unauthorised use of fireworks:	up to 100% of the deposit
Extreme noise disturbance to adjoining properties:	up to 100% of the deposit
Nuisance fly posting and marketing:	up to 100% of the deposit
Litter or refuse left behind once the event is finished:	Full cost of clearing and disposal, plus a 15%/£20 admin fee whichever is the higher
Ground damage requiring reinstatement by the council:	Full cost of repair, plus a 15%/£20 admin fee whichever is the higher
Damage to property, facilities or loaned items:	Full cost of repair or replacement, plus a 15%/£20 admin fee whichever is the higher
The cost of officers called out to site outside usual working hours:	An officer charge of £30 per hour (£60ph on Sunday / Bank Holiday)

APPENDIX 2

TERMS AND CONDITIONS

This is a legal document. By completing the ‘**application form**’ you, the event organiser, agree to these Terms and Conditions. You also agree with the substantive content of the Council’s Events and Open Space Hire Policy, and with the Charges, Deposits and Damages set out in Appendix 1 (or otherwise notified from time to time), both of which are hereby incorporated into, and hence form part of, these Terms and Conditions. In the event of any express inconsistency between (i) that Policy (or as the case may be Appendix 1) and (ii) these Terms and Conditions, the latter shall prevail. For the avoidance of doubt a matter being covered or addressed by the Policy (or by Appendix 1), but not by these Terms and Conditions, does not constitute an “express inconsistency” for these purposes.

Failure to comply with the Policy or these Terms and Conditions may result in your deposit being held or other action being taken. Action could be taken against you if you break these conditions and you will lose any deposit or may be fined. Further applications in the future may also be refused.

All event organisers are advised to follow the guidance in all relevant sections of the ‘The Event Safety Guide’ published by the Health and Safety Executive, which can be bought from HSE Books, telephone 0845 345 0055 or www.hsebooks.co.uk. For further information on licensing of events see www.culture.gov.uk.

Insurance

1. You must have public liability insurance for your event, evidence of which must be supplied to the Council. The terms of this insurance should completely indemnify the Council against any claims, demands, losses or liability that may result from the event organiser’s use of this site (except where personal injury or death is caused by the Council’s negligence).
2. A minimum cover of £5,000,000 public liability insurance must be in place. You will need to send a copy of the certificate or cover note to the Council no later than 28 days before the event: **it is your responsibility to do this and no reminders will be issued.** If you do not obtain suitable insurance and send a copy to the Council by this date, the event will be cancelled. You will be advised if you are required to obtain higher levels or additional insurances.

Site, safety and security

3. You will be responsible for ensuring that your event proceeds smoothly and safely and does not reasonably interfere with other users of the site, neighbours or local traffic.
4. You must lay out the site to allow for easy access and evacuation in the event of an emergency. You must prepare a safety plan to explain how you would deal with an emergency, naming the responsible person who would call the emergency services.
5. You must present to the Council, no later than 28 days prior to the event, with a full risk assessment, site layout and safety plan (to include evacuation procedures). You must designate one person who is responsible for site management and will hold all the relevant safety documents.
6. You must present the Council, no later than 28 days prior to the event, with a full security plan to include details of security/stewarding personnel to be used and the key locations marked on a plan. You must confirm at the same time whether you are using an SIA registered security firm and confirm positions of door supervisor licence holders where required.
7. You must fence off any machinery including electrical equipment and especially generators, locating them at a safe distance from any tents, sideshows, other vehicles, etc. You must ensure there is no risk of electric shock or fire. A competent person must oversee machinery, generators and electrical installations. The appropriate earthing and residual current devices must protect electrical circuits. Cabling of any sort must not be run along the ground in areas of public access.
8. A qualified contractor must carry out all electrical work and any equipment that may present a danger to the public should be fenced off (or otherwise contained) and must display suitable warning signs.

9. All cables must be flown at a minimum of 3.5 metres high from the ground in pedestrian areas and 5.3 metres in areas where there is vehicle access.
10. You must not let off fireworks except where the Council has given permission for an organised display.
11. You must not light any fires or barbecues on the site, unless previously agreed with the Council.
12. You must not damage the ground, fences, trees, shrubs, flowerbeds or buildings on the site. Nothing heavy may be parked or placed on any tree roots. If damage occurs you will have to pay the full cost of the Council making repairs.
13. You cannot bring vehicles onto the site, unless authorised by the Council. If authority has been given you may only bring on the number and type of vehicles that has been agreed. If the ground is wet permission may be withdrawn.
14. You cannot make any charge for entry to the site or car parking unless authorised by the Council.
15. You must provide adequate facilities for refuse disposal. You must leave the site clean and tidy at the end of your event, and clear all litter away from the site. If you do not, the Council will charge you for the cost of this work.
16. You may display posters and banners advertising your event on any fencing or railings around the event site for up to 21 days before the event (or for such longer period, if any, as may be agreed in writing, in advance of any advertising being erected, with the Council). You must take them down no more than 48 hours after the event has closed. You must not 'fly post' (i.e. display posters or banners on any lamp-post, street railings, shop windows, etc or anything else which the Council deems to be 'fly posting') or you will be fined up to 100% of the deposit. The Council reserves the right to require you to modify the content of or replace your posters and banners at your cost if the Council at its sole discretion considers them unsuitable for public display.
17. You cannot bring a funfair or funfair rides onto the site without the Council's permission.
18. Unless otherwise authorised by the Council, you must keep to the site bylaws.
19. If any equipment or infrastructure or item is left on site overnight or otherwise unattended, this will be entirely at your risk and the Council will not be responsible for any loss or damage that may occur. You are responsible for adequately securing the site to your own satisfaction.

Licensing and environmental health

20. A licence is necessary for some forms of public entertainment. You must not sell alcoholic drinks or carry out any other licensable activities unless authorised by the District Council (see www.culture.gov.uk for details) and proof of the same is provided to the parish council.
21. If a Temporary Event Notice (TEN) or Premises Licence is required you will be asked to apply directly to the relevant licensing authority and you must supply a copy of the TEN or Premises Licence to the Council, not less than 28 days prior to the event. In the case of your event requiring either a TEN or premises licence, the conditions of the licence must be adhered to at all times. A period of consultation may also be needed and so hire applications must be received twelve weeks prior to the event date to allow sufficient time for a public hearing (if required).
22. If the event involves public performances and/or broadcast of musical works, the event organiser will be responsible for applying for a Performing Right Society (PRS) licence and adhering to the terms and conditions set out by the PRS.
23. If the event involves broadcast of television/Sky eg football matches, the event organiser will be responsible for applying for any appropriate licence and adhering to the terms and conditions set out therein.
24. The LA eg noise level from amplified and non-amplified music and speech must not exceed the LA90 background level at any agreed perimeter of the site by more than 10dB. If requested by any of the relevant responsible authorities (or a member of staff from the Council) you must switch off or turn down the noise level immediately and/or take any other noise control measures as necessary.
25. You must supply the Council, not less than 28 days before the event, with the details of any caterers that will be present, together with details of suppliers and cleaners and the agreed event and post-event cleaning schedule.
26. Strict compliance with the Food and Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995 is required from you and from any caterers, staff, agents or other persons on site.

27. For all events you must provide temporary toilet facilities as agreed by the Council or hire toilet facilities in neighbouring buildings eg sports pavilion or Memorial Hall, in which case separate hire fees will apply and must be paid directly to the appropriate body.
28. You must not bring animals onto the site for purposes of entertainment, or give them away as prizes, unless you have the Council's prior permission.
29. A qualified first aider(s) must be on site at all times activities are in progress. Details of who will fulfil this function must be provided to the Council no less than 28 days prior to the event.

Bookings and payment

30. All bookings must be made using the 'Application Form'.
31. The granting of permission by the Council for your event will result in the formation of a legally-binding contract between you, as event organiser, and the Council, on the basis of these terms and conditions. An invoice will be issued as soon as practicable thereafter and is payable by **no later than 28 days before the event**, by which time the Council must be in receipt of all monies detailed on the invoice in **cleared funds** – otherwise your event will not be permitted to go ahead.
32. If the event organiser cancels the booking less than two weeks before the date of hire, 100% of the hire charges will be retained by the Council. Cancellation at any time between booking and two weeks prior to the event will incur a charge equal to 50% of the overall hire fee: in other words, either 50% of the full amount will be retained by the Council or, if not yet paid to the Council, 50% of the overall hire fee will be invoiced to the event organiser.

General

33. You must not use any designated sports pitches unless these have been hired to you via the relevant Sub-Committee.
34. Hire of any neighbouring building eg sports pavilion or Memorial Hall, are subject to separate bookings with separate charges being payable to the appropriate body.
35. You must comply with all instructions given by the Council's representatives and special condition shown on the confirmation letter.
36. Event organisers must be 18 years of age or over.
37. Upon issue of the invoice and thereafter until the conclusion of the event and ongoing obligations relating to it, the event organiser (and any staff or agents) are bound by, and to comply with, these terms and conditions of hire.
38. If you break any of these conditions your hire will be cancelled and will be subject to the charges set out in clause 31 above.

APPENDIX 3 APPLICATION FORM

Please note:

This form will only be processed if the **£25.00 application fee** has been paid.

Other Important Information:

- This form is not to be used by funfair or circus operators.
- This application must be made a minimum of 12 weeks in advance of the date of hire for small- or medium-scale events or 26 weeks for large-scale events or if a Premises Licence is required.
- Applicants must be over eighteen years of age.
- You must complete this form as fully as you can; the more information we have, the easier it is for us to assess your application.

Important: All fields marked with an “*” must be completed. Without this information your application form cannot be processed.

This is a legal document. By completing this application form you are agreeing to comply with, and be bound by, the terms and conditions of hire set out in Appendix 1 to Pitstone Parish Council’s “Events and Open Space Hire Policy”.

NAME OF EVENT * _____

Section 1 – Event organiser details *

NAME _____

ORGANISATION _____

POSITION _____

ADDRESS _____

EMAIL _____

TEL (DAYTIME) _____

TEL (MOBILE) _____

Section 2 – Key information about the event *

WHAT TYPE OF EVENT/ACTIVITY DO YOU WANT TO HOLD? _____

WHICH SITE? _____

SET UP DATE & TIME _____

EVENT START DATE & TIME _____

EVENT END DATE & TIME _____

VACATE SITE DATE & TIME _____

HOW MANY PEOPLE DO YOU EXPECT TO ATTEND? (If this is likely to vary (e.g. the event lasts all day but is open for people to come and go), include both a 'total footfall' and a maximum at any one time)

WHAT IS THE PURPOSE OF THE EVENT/ACTIVITY? _____

IN YOUR OPINION DOES IT CONSTITUTE (delete as applicable) a COMMUNITY EVENT
 a CHARITY EVENT
 a FUNDRAISING EVENT
 or NONE OF THE ABOVE

IMPORTANT INFORMATION	YES/NO	PLEASE PROVIDE DETAILS
Has this event taken place within the parish previously?		
Do you plan to restrict access or charge entry to this event?		(please detail cost and whether the event is ticketed or not)
Is the event to raise money for a charity?		(please name the charity and provide its registration number)
Will there be any licensable activities taking place?		(please provide details of all proposed licensable activities eg sale of alcohol, music, showing of film etc)

Section 3 – Site and safety

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO?	YES/NO	PLEASE PROVIDE DETAILS
Erect tent/marquees?		
Use heavy equipment?		
Bring vehicles onto site?		(please give details of number and type)
Install power/electricity?		

Let off fireworks?		
Have novelty rides?		(if you are having a funfair at your event it is your responsibility to administer this and take any necessary deposit from the operator)
Erect side shows/stalls?		
Provide car parking?		(please state if free or charging)

Section 4 – Environmental health

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO?	YES/NO	PLEASE PROVIDE DETAILS
Provide toilet facilities?		
Have live music/dancing?		
Use amplification equipment?		
Have a licensed bar?		
Sell food or have food stalls?		
Give away food as prizes?		
Cook food on site?		
Order a standpipe for water?		(note there is usually a charge for this)

Section 5 – Other

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO?	YES/NO	PLEASE PROVIDE DETAILS
Provide your own security?		
Hold arena displays?		
Advertise your event?		
Sell any items?		

Use animals for rides or have an animal show?		
Hold sporting activities?		
Use the council's sports pitches?		(separate charges apply)

Section 6 – To support your application

For your application to have a better chance of success, you should also send your “Event Management Plan” covering the following areas. If these areas do not apply to your proposed event this must be stated in the event management plan. Please mark the box on the right if you have included these items.

Note: It is a **term of the contract** that **all of the information detailed below must be provided** to the Council by, at the latest, **28 days before your event is due to take place**. Failure to do so (for whatever reason) will allow the Council to **cancel your booking** and levy **cancellation charges** in accordance with paragraph 31 of the Terms and Conditions.

ADDITIONAL INFORMATION DOCUMENTS INCLUDED	YES/NO
Details of how your proposed event will be funded (to show expenditure and income)	
A site map showing the proposed event layout	
Details of your proposed suppliers and caterers (including cleaners and cleaning schedule)	
A copy of your security plan – see terms and conditions for details	
The proposed programme for the event (and programmes from previous events if applicable)	
Safety plan to include emergency procedures and named responsible person(s)	
A risk assessment (and method statements where applicable)	
A copy of your Temporary Event Notice or Premises Licence (if required)	
Copies of insurance documents – see section 6.2 of the Policy for full details	
Name, address, email and mobile telephone numbers for your designated first-aiders	
Two references (see below)	

The relevant Sub-Committee must in any event receive these documents no later than **28 days prior to the event**, or your **booking will be cancelled** and **cancellation charges will apply**.

Section 7 – References

Please enter the details of two referees who can confirm your event management experience. One must be a referee for the site manager on the day(s) of the event. The referees must be independent of your organisation. By providing this information you authorise us to contact them, to provide them with information about your intended booking of a Council site, and to seek references from them.

Referee 1:

NAME _____

ORGANISATION _____

POSITION _____

ADDRESS _____

EMAIL _____

TEL (DAYTIME) _____

TEL (MOBILE) _____

Referee 2:

NAME _____

ORGANISATION _____

POSITION _____

ADDRESS _____

EMAIL _____

TEL (DAYTIME) _____

TEL (MOBILE) _____

Section 8 – Signature and agreement*

I/We have read the Council's terms and conditions for the hire of Council owned and managed land, and agree to comply with and be bound by them if this application is approved.

NAME _____

ORGANISATION _____

DATE _____

**Please return this form and supporting documentation to
Pitstone Parish Council, 9 Warwick Road, Pitstone, Bucks LU7 9FE
Or email to parishclerk@pitstone.co.uk**