

# Events in Carlisle Conditions of Use

# List of Contents

<b>1</b>	Policy Statement
<b>3</b>	Terms and Conditions
<b>8</b>	Legal Obligations
<b>8</b>	Accident and Incident Reporting
<b>8</b>	Noise
<b>8</b>	Electricity
<b>9</b>	Fire/Fire Precautions
<b>10</b>	Welfare
<b>10</b>	Public Liability Insurance
<b>12</b>	Event planning timetable
<b>13</b>	Contact details

# Policy Statement

Cumberland Council, as the landowner on which the event is taking place, requires the event organiser to take steps to ensure that the site is suitable for the proposed activity and to provide to the Council for its approval suitable plans that conform to the requirements of 'The Event Safety Guide' HSG 195.

All event organisers will be required in their original application to sign a declaration to confirm that they will have the correct documentation and make these available for inspection if required in advance or during the event.

If it is the intention of an event organiser to include fair rides within their event then they must ensure that they conform to the requirements of Cumberland Council's Fun Fair Policy.

The submission of an application for permission to hold an Event on Council land, and payment of any required fee, constitutes the event organiser's agreement to the terms and conditions specified herein.

In this policy,

- "Council" means Cumberland Council and includes its successors in title.
- "Event" is used to describe any activity that takes place on Council land, for which permission has been sought. This may include, for example, circus, sports events, private parties, inflatables, fetes and festivals. If you intend to hold a Funfair, please refer to the Council's separate Fun Fair Policy.
- "Park" and "Land" are used to describe any Council owned land or property upon which an event is being held.
- "Equipment" means items used in the support of an event, for example marquees, tables, chairs, fencing/barriers etc.
- "Organiser" means the person who has requested permission for the event and with whom the Council has been communicating prior to the event and/or the organisational body, charity or company holding the event and any obligation on the organiser within these terms and conditions shall include reference to any person acting under direction or on behalf of the organiser.

**The Council reserves the right to take action against any person not complying with any of these conditions.**

The Council reserves the right to close any event or part of an event at any time, if

- It has not been authorised, in advance, by the Council;
- In the opinion of the Council or its authorised representatives, any element of the event is unacceptable to the Council's expectation of the image of the park;
- The organiser fails to observe and comply with any of the conditions and regulations agreed with the Council prior to the event.
- The forecast or actual weather conditions are likely to make the event dangerous for the organisers, attendees or the general public or are likely to lead to the event causing undue damage to the site.

The organisers of any event shall immediately, upon being given notice to that effect, cease any and all activities as requested and, if so required by the Council, effect the removal of all equipment and persons from the Park. In the event that the organisers fail to comply with any such notice, the Council reserves the right to remove any equipment. In the event of such removal the Council accepts no liability for any loss or damage to such equipment or for any loss of income resulting from such removal or storage. The Council is entitled to remove and sell without further recourse to the organisers and in such a manner as they think fit any property left on Council land as a result of the event, which has not been claimed within 28 days.

**Please note - If the Council has to remove any equipment, the costs of their removal will be recharged to the event organiser.**

No refunds will be made of any monies paid for fees and/or charges relating to any equipment removed from the park.

# Terms And Conditions

1. **The Council reserves the right to refuse any application for the use of Council land without being required to give any reason for such refusal.**
2. The Council reserves the right to withdraw permission to use the land and shall be under no liability for expense incurred or loss sustained by the Event Organiser.
3. The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.
4. **Cancellation** by the Event Organiser must be in writing, and the effective date will be the receipt of such information by the Council.
5. On cancellation, the Event Organiser shall be liable to the Council for the whole of the hire charge (if applicable), together with any additional expenses incurred by the Council.
6. Event Organisers who do not take up their commitment for any reason, or who fail to notify in writing a cancellation, shall be jointly and severally liable to the Council for the whole of the hire charge, together with any additional expenses incurred by the Council.
7. Substitutions and amendments to the nature of the booking must be made in writing to the Council, which reserves the right to either cancel the booking or amend the hire fee as it considers appropriate. In the event of cancellation, the Event Organiser shall be liable as stated in clauses 4 and 5 above.
8. The Council accepts no responsibility for the non-receipt by the due date of application forms, remittances or cancellations.
9. All **fees and charges** must be paid, upon presentation of an invoice from the Council, within 30 working days.
10. If, upon inspection by a Council representative after the event, any part of the Council land or facilities require reinstating, repairing, replacing or cleansing the Event Organiser will be informed. Either the Organiser can arrange to reinstate the land/facilities themselves (to Council specifications) or, if the Council reinstates the land, **the organiser will be liable for the costs involved**. The Council's valuation of any damage/loss is final, save for bad faith or manifest error. Please note that "re-instatement" includes the cost of any litter clearance required.
11. For larger events, a **refundable deposit** will be payable to the Council 28 days prior to the Event, which will be forfeited in the event of any damage or loss to the Venue (or loss of keys in respect of gates, removable bollards etc), or held in part payment of any necessary re-instatement. The Organiser will be liable for the full costs of any damage, so should this exceed the deposit, the Council will issue an invoice for the balance.
12. The Council accepts no liability or responsibility for any property belonging to the organiser which has been left on Council land before, during or after the hire period (to include any set-up/breakdown periods agreed).
13. **Persons obtaining the use of Council land using a fictitious or false name or other details will not be allowed to occupy any council land for any event thereafter.**

14. Organisers must provide a detailed site plan four weeks in advance of the event taking place. This site plan must be approved in writing by the Council prior to the event taking place. Maps of each park can be provided, on which details of the specific location for the event can be annotated. **Please note - Restrictions exist in some parks and as such an event or specific activity may not be permitted within defined areas or during certain hours or seasons.**
15. The Council does not permit any event that involves **animal acts** to take place on its land. The Event Organiser may submit a written request for permission to be granted by the appropriate committee of the Council.
16. The Organiser is responsible for the administration, organisation and running of the Event.
17. The Organiser shall not interfere with or attach anything to any item of street furniture or parks furniture.
18. The Organiser shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.
19. The Organiser shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the venue, unless prior closure has been agreed and advertised.
20. The Council reserves the right to require the Organiser to provide at his/her own expense temporary sanitary accommodation at such a level as deemed reasonable by the Environmental Health Department and in accordance with current Health & Safety Guidelines.
21. The Organiser will not permit the operation or release of any highflying object without the prior written consent of the Council and the Civil Aviation Authority.
22. The Organiser agrees that where the Land/Venue is to be used during the hours of darkness then appropriate lighting will be provided to cover all areas to which the public are admitted or have access.
23. The Event Organiser, at the time of making their application for the use of any Council land, must inform the Council of any **large equipment** that they intend to include. Full details should be provided, including the height, weight and length of the equipment with the proposed route, site location and arrival and departure times.
24. **Permission must be obtained before any vehicle can be allowed onto the Land/Venue.** Vehicles must only be parked in the pre-agreed areas. The registration numbers of any vehicles to be parked on Council land (other than where a Car Park will be in operation) should be provided to the Council seven working days before the event is due to take place.
25. Vehicles are not allowed onto the Land/Venue within one hour of the event opening or closing. **There must be no vehicle movement during an event.** All vehicles should have specified movement times, agreed with the Council. For example, where an event runs from 10.00 to 16.00, vehicle movement times would normally be 08.00-09.00 and 17.00-18.00.

26. All vehicles related to the operation of the event must be parked in the agreed parking area. **Any vehicle left outside of this area or parked indiscriminately, may be towed away and impounded, with a fee to be paid** for recovery (determined by the Council).
27. The areas indicated on the original site plan (or any amendments) must be occupied only by the equipment agreed. Equipment must remain on site for the full duration of the event, unless otherwise agreed by the Council.
28. **All space under and near to trees should be kept clear.** There should be no parking or setting up of facilities underneath trees.
29. **The event organiser shall attend a site meeting with a representative from the Council prior to and following the event, in relation to the condition of the land to be used.** This site meeting ("Pre-Event Site Check") will provide the basis for an agreement should any reinstatement be required once the event has finished. The organiser shall contact the relevant department to arrange a Pre-Event Site Check.
30. **Permission for the holding of an event is conditional** upon the agreement of the Emergency Services (via the Safety Advisory Group). In particular, provision should be made for sufficient First Aid facilities, access for the Fire & Rescue Services and a procedure for dealing with any potential crowd disturbance.
31. **Operational times** of any event on Council land will be agreed in advance with the Council and the Emergency Services Safety Advisory Group.
32. If any event is to operate **at the same or similar time as another large scale event or major sporting activity** (unless it is part of that event and within the site boundary of that event), all opening and operation times must be agreed with the Emergency Services Safety Advisory Group in advance.
33. Music must not be played outside of the agreed operational times.
34. **Set up and breakdown times** required for any event need to be discussed and agreed with the Council in advance.
35. If there are complaints from residents, the Council will take action against any Event Organiser, or their family members, workers or visitors found to be responsible for **excessive noise and/or nuisance**. Accordingly, one hour after the event has closed, the site will be out of bounds to gatherings of all persons connected with the event. Any individual found to be in breach of this condition may put in jeopardy their involvement in the operation of future events. Any event workers causing a disturbance at any time may be liable to prosecution and may not be permitted to take part in subsequent events.
36. The Organiser must undertake, four weeks in advance of the event date, a full **Risk Assessment which shall be made available to the Council**.
37. The Event Organiser must provide **First Aid Cover**, in relation to the size of the event. Even for small events, there should be at least one person who is First Aid trained on the site throughout the operational period of the event. If this is not possible other provision should be made for dealing with First Aid emergencies via a recognised service provider.

38. The Event Organiser must ensure that they have adequate and appropriate **stewarding and parking** marshals available for their event.
39. Separate equipment risk assessments, electrical certificates, structural certificates (if applicable) and any other supporting **documentation for equipment** which may be used at the event should be made available for inspection by the Environmental Health/Licensing Officers **prior to the event opening**.
40. Painting and advertisements exhibited on or around the event must be to the satisfaction of the Council. The Organiser shall not actively promote any tobacco company, product or brand on the Council's land. Any announcements made on the event site must also be acceptable. Any person not complying with this requirement will be requested to remove the unsuitable materials/painting/advertisement/s or to refrain from making further announcements. Any failure to do so may lead to them being expelled from the event site. **Please note: Fly posting for any event is strictly forbidden.** Any organisation in breach of this regulation may in future not be allowed to use Council land.
41. All catering units on the event site must comply with the relevant **Environmental Health legislation** in regards to the storage of food, cleanliness, electrical certificates, storage of any gas bottles, sufficient fire extinguishers/blankets, insurance etc. These units must make available upon request the relevant documentation for inspection by the local Environmental Health Department and Health & Safety representatives.
42. All attractions, riding machines, exhibitions, games, food stalls, etc must display a **price list** at all times. Failure to do so may result in the Council taking such action as it deems appropriate.
43. It is the responsibility of the Event Organiser to arrange for the **disposal of litter** from the site. This should include the use of a skip where necessary. If a skip is used, its position should be clearly indicated on the site plan and any necessary permissions obtained. The Event Organiser will also have the responsibility of emptying the skip as required and for the final removal of the skip from the site at the end of the event.
44. **The Event Organiser shall indemnify the Council** from and against all loss, damage, actions, proceedings, suits, claims, demands, costs, damage and expenses, in respect of any inquiry to or the death of any person, damage to any property movable or immovable or otherwise by reason of or arising in any way directly or indirectly out of the erection, maintenance, repair, state or repair, condition, existence, use or removal of the said equipment on the event site or the fittings, fixtures or supports thereof or the falling or displacement of the same or any part thereof from any cause whatever, or from any damage to or destruction of boundary fences.
45. Event Organisers will be required to provide proof of **Employer's and Public Liability Insurances** for the event to the Cumberland Council four weeks in advance of the event taking place.
46. Any damage to the Land including to any boundary, building, walls, hydrant, meter, water tap, services, grass area, electricity supply point, concrete, macadam or other roadworks as a result of the event will be recharged to the Event Organiser.
47. **Barbeques** shall not be permitted on Council land unless the Council's prior written approval has been obtained.



48. The Council does not normally permit **Car Boot Sales** to be held on Council land.
49. No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted during the event without the prior consent of the Council and the appropriate licence. The Organiser should contact the Licensing Department for further advice.
50. Authorised Council representatives shall be permitted entry to the land on demand and without restriction at all times during the period of use.
51. The Council reserves the right to **refuse admission** to or evict any person from the land.
52. The Council reserves the right to fix a **maximum limit** for the number of persons attending the Event.
53. The booking shall be personal to the Event Organiser and the right to use the land shall **not be sublet, assigned or otherwise transferred**. The Event Organiser shall not assign the benefit or burden of any part of the agreement, or sublet or subcontract any part of the facility without the prior written consent of the Council.
54. The Organiser shall ensure that any other requirements (whether from the Council or not) in addition to those within this Policy are sought and complied with, for example Premises Licence. If any such **licence, permit or consent** has not been obtained then the Council reserves the right to cancel the booking forthwith and clauses 4 and 5 shall apply.
55. In all respects the Organiser will comply with all **statutory provisions** and any other obligations imposed by law in regard to the use of the Land.
56. These conditions may not be exhaustive. The organiser should bring to the attention of the Council any aspect of their event which is not covered herein or which requires further explanation.

# Legal Obligations

Your attention is drawn to the following legislation:

The Health and Safety at Work Act 1974 and The Management of Health and Safety at Work Regulations 1999 and any other applicable regulations relevant to the event and equipment being used.

## Accident and Incident Reporting

All persons in charge of any event must make themselves aware of the correct procedure following any incident or accident (by informing Environmental Health at Cumberland Council). Advice can be obtained from the Environmental Health department on this matter.

## Noise

- The Council reserves the right to prohibit the use of any noise emitting equipment of whatever nature during certain hours at its discretion.
- Noise from any machinery, generator, public address system or music amplification system shall be positioned and volume controlled so as to not cause undue disturbance to occupiers of nearby properties. In the case of non-compliance, enforcement action will be taken by the Council Officers and the organiser/event may be expelled from the park.
- To minimise disturbance to nearby residential areas the set up and breakdown of any event can only take place within the following hours:

Monday to Saturday 8.00am to 10.00pm. Sunday 9.00am to 10.00pm.

If the finishing time of the event is too late to allow **complete breakdown by 10.00pm**, then breakdown should instead take place the following morning, from 8.00am (9.00am Sunday morning).

## Electricity

- All persons operating any riding machine, exhibition, game, stall or other amusement device in connection with an event are reminded that they must comply with statutory requirements in respect of the use of electricity at all times.
- The supply of electricity for power and lighting for an event will be by means of generators on such terms and conditions as may be prescribed from time to time by the Council.
- Permits for any such generators may be obtained on application to the Council. Every generator must be provided with a dedicated fire extinguisher of an appropriate type and must be earthed - usually by means of earthing rods.

## Fire/Fire Precautions

- The event site must provide appropriate means for the fighting of fires, to the satisfaction of the Chief Fire Officer who may inspect the equipment on site:
- a) Fire fighting equipment should be selected having regard to the type of fire risk and the nature of any combustible material present.
- b) Fire fighting equipment must be available for immediate use at all times including setting up and dismantling.
- c) All fire fighting equipment must be tested and/or serviced at least every 12 months and must carry a label indicating the date of the last service or check together with the name of the person carrying out the service.

The licensee or owner of each amusement device or stall is responsible for ensuring that all employees, individual operators and any person who is employed as an attendant has received training in fire fighting and evacuation procedures.

- Appropriate Fire extinguishers must be readily available, be maintained in good condition and must have been tested within the last 12 months. The following types are listed for your compliance:
  - **4.5 litre Water Stored Pressure / 9 litre Water Gas Cartridge type** - for use inside booths on any freely burning material such as wood, canvas, cloth etc
  - **Stirrup pumps** - or similar appliances with adequate supplies of water and a metal bucket or similar receptacle immediately available for use as above
  - **Foam - 4.5 and 9 litre, Dry Powder minimum capacity 2.5kg or Carbon Dioxide minimum capacity 2.5kg** - this is for use on oils, petrol and paraffin
  - **Carbon Dioxide 2.5kg capacity (minimum)** - this is for use on electrical switch gear, small oil and petrol fires, **NOT** to be sited in any place where the public are admitted.
- Smoke generators must not be used excessively and their use must be to the satisfaction of the Fire Officer. It is an offence to use any apparatus that emits fog, smog or smoke whether it is chemical, dry ice or any other matter.
- Exhaust outlets from mobile generators shall not discharge into areas where members of the public have access and shall discharge at a minimum height of 3.6m in order to ensure adequate dispersion of exhaust gasses.
- All gas installations on any stall or caravan must be serviced annually by a competent person, in accordance with current legislation.
- No gas container whether full, partially full or empty can be stored within any vehicle or trailer which contains any internal combustion engine whether or not it is used for the generation of electricity.
- All gas containers shall be removed from the site by the licence holder at the end of the event. Any licence holder found to be responsible for the abandonment of gas containers will be charged for their safe disposal and any such charge must be paid before future opportunities to organise or take part in future event provision. Failure to pay may result in Council refusal to organise or take part in any future event on their land.

## Welfare

- All food stallholders must provide one waste bin per stall or per 10 foot of stall. All bins remain the responsibility of the tenant. Stalls which generate high levels of disposable items must ensure that the bins provided are large enough to contain the levels of refuse expected. Stallholders are responsible for the removal and emptying of bins and clearing the immediate area around their stalls. All rubbish is to be disposed of into a skip that will be placed on the site by the event organiser.
- All pets must be kept secure and under the direct control/supervision of the owner. In particular dogs should be kept on a suitable and secure lead at all times whilst on council land. The owners are responsible for the removal of any waste deposited by their animals. Failure to comply with the above conditions may result in the owner being requested to leave the park.

## Public Liability Insurance

- All event organisers have the responsibility to provide Public Liability Insurance for their event/activity.

**For the purpose of organising an event/activity on Council land, the Event Organiser will be required to produce a copy of appropriate insurance cover which is commensurate to the event taking place and appropriate to the number of individuals in attendance. For Council organised events, expert external advice should be requested through the Council's brokers and, in all instances, the Council's Insurance Officer should be consulted. It is prudent to inform the Council's brokers/insurers when such events take place.**

**Please Note** - Any stall holder, caterer, ride operator etc will also be required to provide insurance relevant to their operation to the event organiser.

## Reminder

If you are successful with your application please remember the following

- 1) You must at all times abide by the Cumberland Council Events in Parks Terms & Conditions and Health & Safety requirements.
- 2) Cumberland Council must have received, at least four weeks in advance of the event, a detailed Site Plan and copies of Public Liability Insurance documentation.
- 3) You must ensure that each riding machine, exhibition, game, stall or other amusement device makes available, at least 12 hours prior to the event taking place, their own risk assessment, electrical certificates, structural certificates (if applicable) ADIPS certificates and any other supporting documentation that may be required by the Environmental Health/ Licensing.
- 4) All catering units must at all times comply with the relevant Environmental Health legislation with regard to the storage of food, cleanliness, electrical certification, storage of any gas bottles, sufficient fire extinguishers/blankets, insurance etc. They should also make available at any time the relevant paperwork for inspection.

- 5) Although the land on which the event is being staged is owned by Cumberland Council permission for the holding of the event is conditional upon the agreement of the Emergency Services (via the Safety Advisory Group). In particular, provision should be made for sufficient First Aid facilities, access for the Fire Services and a procedure for dealing with any potential crowd disturbance.
- 6) If any event is to operate during another large scale event or major sporting activity (unless it is part of that event and within the site boundary of that event), all opening and operation times must be agreed with the Emergency Services Safety Advisory Group in advance. An example of this would be if an event coincided with a League/Cup Football match on an evening. If this were the case, certain restrictions may be imposed on the allowed times of operation.

# Event Planning Timetable

Time Scale	Activity
9 months (max) 2 months (min) prior	Make outline application for use of Council land.
8 weeks prior	Provide proof of Public Liability Insurance. Ensure that Risk Assessments have been undertaken for the event. Provide detailed Site Plan.
10 working days prior	Provide details of all vehicles which will access Council land.
Before event opens (ideally one day prior)	Provide certificates and supporting documentation for Environmental Health/Licensing.
Day of event	Have all paperwork available for inspection if required.
1 hour prior	Stop all on site vehicular movement.
1 hour after event	After finish of event, if deemed safe, you can then allow on site vehicular movement (this could be carried out sooner if the site is clear of public).

# Contact Details

Access/Site Permissions for Parks and Green Spaces	Cumberland Council Talkin Tarn	Jeannie Pasley Jon May	01228 817471 01228 817473
Environmental Health	Cumberland Council Noise/Water/Public Health	Amelia Morphet	01228 817341
Environmental Health	Cumberland Council Food/Health & Safety	Andrew Smith	01228 817098
Licences	Cumberland Council Licensing Department		01228 817523
Music Licence	PPL PRS Ltd		0800 086 8820
City Centre Management	Cumberland Council City Centre Officer	Andy Allison	01228 817512
Car Parking	Cumberland Council	Helen Graham	01228 817577
Police	Cumbria Police		101
Fire & Rescue Service	Cumbria F&R Service		01228 221689
First Aid	St John Ambulance		03030 030104 Option 2
First Aid	Red Cross		0344 412 2738
NHS	North West Ambulance Service		0345 112 0999
Coastguard	HM Coastguard Hall Road West Crosby Liverpool L23 8SY		01519 313341
Highways - Cumberland Council	betterhighways.carlisle@ cumberland.gov.uk		0300 303 2992