

# **CONDITIONS OF HIRE – EVENTS IN PARKS**

## **DEFINITIONS**

“The Premises” means whichever of the grounds, playing fields, outdoor playing areas and pavilion or similar enclosed accommodation is the subject of the application of hire.

“The Parks Facilities Manager” means the Officer responsible for the Premises and includes (where the context so admits) any Officer of the Council authorised to perform any particular duty.

“The Council” means the Council of the Borough of Luton.

“The Hirer” means the person, persons, or body corporate making application for the use of the Premises.

## **BOOKING/PAYMENT PROCEDURES**

### 1. Applications

All applications for the hire/use of any part of the Premises must be made at least 3 months prior to the proposed booking to the Parks Facilities Manager, who will process the booking according to corporate and local procedures and receive any fees due. Bookings cannot be accepted or processed until a completed Booking Form, Risk Assessment and site layout plan has been submitted. The event will then be submitted to the Council’s Safety Advisory Group for their initial approval (except in the case of very small, non-public, low risk events which will be submitted to Environmental Services – Health and Safety).

### 2. Booking Form

The Booking Form must contain all the relevant information requested, including full details of all of the event components, ie: every item or activity must be listed; and all requirements of the Hirer.

### 3. Site Layout Plan

The Hirer must provide the Parks Facilities Manager with a detailed scaled site layout plan at the time of application. The site plan must the position of all activities comprising the event, emergency vehicle access point, and all entrance and exit points.

### 4. Risk Assessment

A detailed Risk Assessment must be completed by the Hirer at the time of application. The Blank Risk Assessment (RA) forms for completion by the Hirer is accompanied by an Example Risk Assessment which contains many common elements of events for the Hirer to utilise, together with Guidance Notes on how to complete a Risk Assessment. Certain activities are compulsory for inclusion on all event RA’s, the Hirer can revise the suggested action wording according to the size/nature of their event. The Hirer (event organiser) must sign every page to confirm that they will comply with the actions they have stated in the Risk Assessment document.

### 5. Charges

The Hirer shall pay in respect of his/her use of the Premises such fee as shall from time to time be prescribed by the Council in accordance with their Scale of Charges for the Premises plus any additional costs incurred as a result of the event. Such fee shall be payable in full not later than 28 days prior to the event. Requests for free or concessionary use will only be granted if nothing is required from the Parks Division in terms of pitch markings, equipment, transportation, loss of other normal revenue, etc. Hire charges and fees for work already carried out will not be refunded if the event has to be cancelled by the event organiser.

### 6. Deposits

The Council reserve the right to charge the Hirer a ground deposit and/or equipment deposit and/or key deposit, as per the current Scale of Charges, for any hiring. Any required deposit is payable at least 28 days prior to the proposed booking. Failure to pay the deposit on time will result in the termination of the hiring. The deposit will be returned in full or in part to the Hirer within four weeks after the booking according to any damage to Council land or loss of equipment or keys by the Hirer.

#### 7. Licensing

Following new national Licensing regulations, any event which contains any form of “regulated entertainment” is now a licensable event. Entertainment includes music, dancing, bouncy castles, circus acts, face painting, etc. The Parks Facilities Manager working in conjunction with the Licensing Unit will advise you as to whether your event requires a license, and if so the type and cost. The Parks Division are in the process of obtaining Premises Licenses for many parks venues - in these locations the Hirer will not have to obtain or pay for a license unless the event is of such a size that an additional/higher capacity license is required, which would be notified by the Parks Facilities Manager.

#### 8. Cancellations

The Council reserve the right at any time before the commencement of a hiring to cancel such hiring. In the event of the hiring being cancelled by the Council, any fee paid by the Hirer to the Council in respect thereof shall be refunded, but the Council shall not be liable for the payment of any compensation in respect of any claim made by the Hirer or any other person or body arising from the cancellation.

Where a fee is payable and the Hirer cancels the booking of the Premises less than seven days prior to the booking date, the Council shall be entitled to obtain or retain the full fee payable according to the current Scale of Charges.

### **CONDITIONS OF BOOKING/HIRE**

#### 9. Failure to Comply with Conditions of Hire

It is the responsibility of the Hirer to ensure that they and any other person involved in the organisation of the event have read, understood and comply with these Conditions of Hire.

In the event of the Hirer failing to observe and perform all or any of the Conditions of Hire which, on his part, are to be observed and performed, the Council shall be at liberty, notwithstanding the payment in advance of any charges, to enter upon the Premises and terminate the hiring without previous notice to the Hirer and the Hirer shall not be entitled in such an event to recover any such charge.

#### 10. Advertising

In all instances of booking the Hirer may only exhibit bills and posters on hardwood and in such positions as may be approved by the Parks Facilities Manager both prior to and during the period of hire – this would normally be only at entrances to parks; advertising is not permitted on any highway, traffic island or street furniture such as lamp-post columns etc. Any advertising of a booking shall be carried out lawfully after prior discussion with the Parks Facilities Manager.

If any fly-posting occurs for any hiring, the Council will be entitled to cancel the event forthwith. The Council also reserve the right to retain part or all of any deposit if fly-posting has occurred or should the deposit be insufficient, to invoice for any additional costs. The Hirer will be solely responsible for compliance with this condition and must instruct all other persons concerned with the event accordingly.

#### 11. Appointed Person

The name of an Appointed Person responsible for Health and Safety matters in relation to the event must have been provided on the Booking Form at the time of application. The Appointed Person must be notified as to their responsibility for Health and Safety matters as soon as possible by the Hirer. Each of the Conditions of Hire must be fully exercised for the duration of the hiring, and should be drawn to the attention of the Appointed Person. The Appointed Person must not be the same person as the Hirer ie the organiser of the event as they have specific duties as outlined above, and they must ensure that all actions on the Event Risk Assessment submitted are implemented and adhered to on the day of the event. They must also ensure that all actions on the organiser’s Fire Risk Assessment are implemented and adhered to on the day of the event.

12. Dog Shows

For all dog shows on Council land, owners are required to dispose of dog faeces. These bags must either be removed by the Hirer at the end of the event for disposal, or if required Parks will undertake this work at cost to the Hirer as per the current Scale of Charges. The Council will inform the Dog Warden who may be in attendance at any dog show.

13. Unauthorised Use, Sub-Letting or Assignment

No part of the Premises may be used for any purpose other than that for which it is hired, as stated on the Booking Form. The Hirer shall not sublet or assign or part with possession of the same, or any part thereof, to any other person(s) whomsoever.

14. Caterers

Where the Hirer wishes to engage caterers to supply refreshments to the public, the Council's catering concessionaires must be given first refusal where applicable. A list of these will be provided by the Parks Facilities Manager. All caterers must be Food Premises Registered. Any caterers will be required to observe such instructions as may be given to them by the Parks Facilities Manager and/or the Environmental Services Division and will be required to remove and clear away all their articles and property immediately after the period of hire has ceased.

15. Public Liability Insurance

The Hirer is responsible for ensuring that the Parks Facilities Manager is supplied with a copy of the Hirer's Public Liability Insurance in relation to the booking at least 28 days prior to the event date. The required cover will be specified by the Parks Facilities Manager, but will be a minimum of £5 million. Failure to produce a current insurance certificate for the required amount of cover prior to the event will result in the termination of the hiring. Events organised by Luton Borough Council are automatically covered by the Council's own insurance.

16. Indemnity

The Council and their Officers, Agents and Servants shall not in any circumstances be responsible to the Hirer or any other person for the damage to or the loss, theft or removal of any property bought or left by any person in or upon any part of the Premises. The Hirer shall indemnify the Council against any actions and proceedings in respect of any damage, loss, theft or removal or any loss sustained by any person in consequence of such damage, theft or removal.

17. Alcohol / Intoxicating Liquor

The sale of alcohol is not normally permitted in parks and recreation grounds. The Premises are not licensed for the consumption of intoxicating liquors and no intoxicating liquors shall be consumed or sold for consumption on the Premises, unless specifically agreed with the Parks Facilities Manager and the Council's Safety Advisory Group and an appropriate Licence has been obtained, and all required conditions for the Risk Assessment are fully met. The Hirer must not permit any drunkenness or disorderly conduct on the site.

18. General Regulations and By-Laws

The Hirer must observe any General Regulations and By-Laws enforced from time to time at the Premises, a copy of which is available for inspection from the Parks Facilities Manager.

The Parks Facilities Manager may choose to refer any event that may be considered to be supporting issues which may be sensitive to local communities or the council, to Councillors or Senior Management for approval before permission will be granted for the Hirer to hold their event.

19. Toilet Provision

The Hirer is responsible for ensuring that adequate toilets are provided. Detailed below is the suggested provision for event attendees: -

<b>For events with an opening time of <u>less than 6 hours duration</u></b>		<b>For events with an opening time of <u>6 hours or more</u></b>	
Female	Male	Female	Male
1 toilet per 120 females	1 toilet per 600 males, plus 1 urinal per 175 males	1 toilet per 100 females	1 toilet per 500 males, plus 1 urinal per 150 males

Where possible, provide hand-washing facilities in the ratio of one per five toilets, with no less than one hand washing facility per ten toilets provided. Provide suitable hand drying facilities.

However, the above figures may be too high for short duration/non-peak periods events such as country fairs; or too low for events with high levels of fluid consumption or where camping will occur. Ensure accessible toilets are provided for people with disabilities - provide fixed and stable ramps where appropriate. Position facilities close to any area set aside for persons with disabilities. It is suggested that one toilet with hand washing facilities is provided per 75 people with disabilities.

Toilets must also be provided at the minimum rate of 1 for every 25 employees and separate toilets must be provided for employees of each sex.

## 20. Stewards

Competent stewards must be provided for public safety at events, to the satisfaction of the Parks Facilities Manager. The Risk Assessment will have helped you establish the numbers of stewards necessary for your event. Locate stewards at key points such as entrances and exits, car parks, barriers, pit areas, gangways, mixer desk and delay tower. Other issues to be considered when assessing the number of stewards required are:- previous experience of behaviour, uneven ground, presence of obstacles, length of perimeter fencing, stage barriers, provision of seating.

The main responsibility of stewards is crowd management. Stewards will be responsible for welcoming persons to the event, controlling the admission of persons to the event, keeping order on the premises and removing any persons causing disorder from the premises. They are also there to assist the emergency services if necessary; and to ensure that travellers etc do not obtain unauthorized access onto the site.

Where controlled admission takes place at an event and/or there is likely to be any confrontation, stewards will be required to be Security Industry Act (SIA) trained. The Parks Facilities Manager will notify the Hirer if this is the case.

For more guidance on stewarding please refer to the HSE Guidance – Managing Crowds Safely, a copy of which is available from the Parks Facilities Manager.

## 21. Parking

All vehicles must be parked in designated parking areas as indicated on the agreed site layout plan. The Hirer must provide adequate car parking signs (and stewards as above), to the satisfaction of the Parks Facilities Manager.

For large events the Hirer will require a full traffic plan identifying issues for vehicular access on to the site, car parking, emergency access, parking restrictions, signage and buses and taxis. Ample provision must be made for disabled parking spaces.

The Council will not under any circumstances accept any responsibility for loss or damage howsoever caused to the contents of or to any other vehicle brought or left within the curtilage of the Premises in connection with the hiring of the Premises.

## 22. Emergencies and Reporting of Incidents

An evacuation procedure and telephone must be available at all events for use in the event of an emergency, whereby all persons must leave the Premises immediately by the closest safe emergency exit. Larger events must also have a public address system. Stewards must all be fully aware of the evacuation procedure.

Any incident, accident or dangerous occurrence must be notified to the Parks Facilities Manager as soon as possible and by no later than the next working day after the event.

### 23. Entrances and Exits

Ensure that entrances and exits are clearly signposted and operate efficiently. Consider the need of children and people with disabilities. Separate entrances and exits for pedestrian access routes from entry routes used by emergency services and concession vehicles wherever possible. Adequate stewarding (as above) must also be provided to ensure safety and to prevent access by any unauthorised cars/caravans etc at all times.

Before the audience may enter the venue ensure that checks are made of all fire and emergency facilities and that:- all exits are unlocked, escape routes are clear, any emergency lighting works, fire fighting equipment and any alarms are in full working order, public address system for use in emergencies can be heard clearly in all parts of the venue.

### 24. Lighting and Electrical Fittings

No lights of any kind in addition to the ordinary lights provided by the Council shall be put up or used, and no electrical fittings shall be removed or altered, without the previous consent of the Parks Facilities Manager.

In the event of any unauthorised light or electrical fitting being put up or used, the same may be removed by the Parks Facilities Manager at cost to the Hirer.

All lighting and electrical fittings agreed by the Parks Facilities Manager should be installed so that it cannot be interfered with by the public. Factors to consider include: -

- Location of any overhead power lines, or buried cables
- Total power requirement for the site
- Use of generators (diesel generators only to be used on site and must be situated as far away from residential properties as possible)
- Positioning of temporary overhead or underground cables
- Location of any stages
- Special power supplies for some equipment e.g. 110v
- Power supplies for portable tools /equipment
- Electrical supplies of emergency lighting and exit signs
- Power supplies for first aid points, control room, catering.
- Power supplies for heating or air conditioning

Remember that any person that may bring portable electrical equipment on to the site must be able to demonstrate that the electrical equipment is maintained correctly and that the equipment has been subject to routine inspection and testing.

For further general information please refer to the HSE Guidance Notes GS50 for Electrical Safety at Places of Entertainment and PM32 for The Safe Use of Portable Electrical Apparatus, a copy of which is available from the Parks Facilities Manager. The Parks Facilities Manager will be able to advise on whether an existing supply is available for use by the Hirer.

### 25. First Aid

The Hirer is responsible for ensuring that the appropriate number of qualified First Aiders are in attendance at all times. Detailed below is a suggested basic First Aid provision:

<u>Expected Attendance</u>	<u>First Aiders</u>	<u>First Aid Posts</u>	<u>Ambulances</u>
500	2	1	0
3,000	6	1	1
5,000	8	1	1

For more specific guidance for the provision of first aid/ medical cover for your event and for those events which exceed 5000 persons then please refer to the HSE document – The Event Safety Guide, a copy of which is available from the Parks Facilities Manager.

26. Cleaning

All Premises shall be left in a clean and tidy condition to the satisfaction of the Parks Facilities Manager. Any costs incurred in cleaning the Premises will be deducted from the Hirer's deposit, or will be invoiced if necessary. The decision of the Parks Facilities Manager will be final.

27. Disorderly Conduct and Damage

The Hirer is responsible for the preservation of order in the Premises throughout the period of hire. The Premises shall throughout such period be open to the Parks Facilities Manager, Police Officers, members of the Council's Safety Advisory Group, Environmental Services Officers and any other Officers on duty who shall have full power to enforce the observance of these conditions and to take such steps as may be necessary for the preservation of peace and good order. The Council reserve the right to refuse admission or re-admission to the Premises or any part thereof.

The Hirer shall pay for all damage which may be done or occasioned to the Premises or fixtures, fittings, furniture, articles, equipment, utensils or other property of the Council during the period or otherwise arising out of the hire of the Premises or any part thereof. The Hirer shall also pay for all damage which may be occasioned to any other part(s) of the Premises and which arises out of the hiring. The Council's assessment of the extent and value of such damage shall be final.

28. Site Inspection

The Council reserve the right to inspect the site on which any Hiring is being held in order to confirm the organiser's compliance with all of the Conditions of Hire, Risk Assessment, Licence Conditions, etc provided by or to the Hirer.

29. Animals

Any Hirer bringing animals onto a site must make proper provision for them and ensure that they are effectively controlled; and shall permit any person so authorised by the Council at any time to inspect the animals and provision made for them.

30. Animal Prizes / Sale

The Hirer shall not offer or cause or permit to be offered as a prize or for sale by any person on or from the site any live vertebrate (including fish), or otherwise dispose of, or give away the same. Failure to comply with this condition will result in a fine of £100 (this will be retained from any deposit or invoiced in the case of lack of deposit) and potentially a refusal to continue the booking.

31. Immoral Amusements

The Hirer shall not present, or permit to be presented, any amusements which are contrary to public morality or decency or are illegal.

32. Amusement Fairs and Circuses

The Parks Facilities Manager must be notified if an amusement fair and/or circus forms any part of the hiring, as they are subject to additional procedures and documentation requirements:-

**Fairs**

Amusement fairs, in addition to these Conditions of Hire, will also be subject to the Bedfordshire County Fire & Rescue Service's "Guidelines for Public Functions in Places other than Conventional Buildings". Fairs must provide their own Public Liability Insurance cover.

Fairs must also comply with the relevant sections of the "Health and Safety at Work etc Act 1974" and all of the "Fairgrounds and Amusement Parks: Guidance and Safe Practice" (HSG175) produced by the Health and Safety Executive and the Joint Advisory Committee on fairgrounds and amusement parks. (These two documents can be obtained from the Health and Safety Executive.)

In accordance with this guidance, fairs must have an Emergency Evacuation Plan and provide a copy of this as well as the Risk Assessment to Luton Borough Council.

Ride certificates under the Amusement Device Inspection Procedures Scheme (ADIPS) must be obtained and copied to the Parks Facilities Manager for every ride present at a venue. In addition daily checks must be carried out on all rides before they are used, and these checks are to be documented on the operations manual.

Arrangements for adequate First Aid cover must be made and included on the Risk Assessment.

The Guidance also deals with electricity, emergency fire arrangements, the safe use of flammable liquids, ammunition and explosives and other matters.

Accidents requiring statutory notification to the Health and Safety Executive must be reported to the Parks Facilities Manager by no later than the next working day.

Please refer to the section on Music / Noise Conditions concerning fairs for closing times.

### **Circuses**

Circuses, in addition to these Conditions of Hire, will also be subject to the Bedfordshire County Fire & Rescue Service's "Guidelines for Public Functions in Places other than Conventional Buildings"; and the Council's "Circuses – Special Conditions". Circuses must also comply with the relevant sections of the "Health and Safety at Work etc Act 1974" (not supplied). Circuses must provide their own Public Liability Insurance cover.

Please refer to the section on Music / Noise Conditions concerning circuses for closing times.

### **33. Generators**

Generators will be permitted provided they are diesel fuelled, silent running, do not leak fuel or lubricants and are not a trip hazard. They may not be refilled with fuel or lubricants on site. Generators should be placed on a suitable material to protect the ground against spillage of fuel/lubricants. Event organisers will be liable for the cost of cleaning any spillage that may occur.

Generators must be fenced to a distance of 1.5 metres to prevent public access to them. They must also be situated as far away as possible from residential properties. Any item of equipment that is deemed by an authorised Luton Borough Council Officer to constitute a noise or other nuisance will, with immediate effect, be turned off and not used again.

### **34. Dismantling of Equipment**

The dismantling of equipment on site cannot take place between the hours of 10.00pm and 8.00am in order to avoid noise nuisance to residential properties.

### **35. Noise / Music Conditions**

#### **(A) For all events the following applies to the Hirer:**

35.1 The Hirer should be aware that the Parks Facilities Manager will confirm in their agreement letter with the event requires a nominated Noise Control Person responsible for noise monitoring/control on the day or a Noise Consultant, to be appointed and paid by the Hirer. The Parks Facilities Manager will inform the Environmental Protection Team (EPT) of any events with music taking place for more than 1 hour. See [www.luton.gov.uk/eventnoise](http://www.luton.gov.uk/eventnoise) for further information.

35.2 The Hirer must ensure that any noise emanating from, or in association with the site, shall not cause a nuisance to residents inside their properties with windows open for normal ventilation.

35.3 The Organisers (Hirer)/Noise Consultants/Sound Engineers/Licensee shall comply with all event, pre-event and post-event requirements made by the Parks Division and/or EPT. Noise related conditions are legally binding including as part of any Premises Licence or Temporary Events Notice for events of this nature.

35.4 All events must end no later than 9.00pm, excluding fairs and circuses which must end by no later than 9.30pm.

35.5 During the build up and break down of the event site, any activities that might cause noise to be audible to residents outside the park will be limited to the hours of 8.00am to 9.00pm Monday to Sunday, excluding fairs and circuses which will be limited to the hours of 8.00am to 10.00pm Monday to Sunday.

35.6 Any generators, refrigerators or other machines running overnight including those used for domestic purposes will be silenced/screened/sited so as not be audible to residents outside park.

**(A) When the Council is of the opinion that a minor element of music exists, the following applies to the Hirer:**

35.7 A responsible person must be appointed as the “**Noise Control Person**” and assigned the responsibility of dealing with any noise complaints. The appointed person must be present throughout the duration of the event. Any noise complaints received shall be reported to the EPT the following working day. **A complaints telephone hotline** shall be operated throughout the duration of the event by the noise control person. The Noise Control Person must check the mobile for any calls every 5 minutes in case they cannot hear it ringing due to background noise. This number should be included in a **letter/leaflet delivered to local residents 2 weeks prior to the event**, also detailing the event start and finish times.

**(B) When the Council is of the opinion that music forms a major part of the event, the following applies to the Hirer:**

35.8 **1 qualified Noise Consultant shall also be appointed** – see [www.luton.gov.uk/eventnoise](http://www.luton.gov.uk/eventnoise) for definition and websites for contacts, to:-

- (a) undertake pre-event planning, and
- (b) monitor/control noise levels throughout the duration of the event at the source and the perimeter
- (c) provide a report to the Council on the noise levels from the event.

35.9 **Also comply with the points in 35.7 above re the noise control person, mobile telephone number, and letter/leaflet to residents.**

35.10 The noise levels as stated on the Council website will be complied with - see [www.luton.gov.uk/eventnoise](http://www.luton.gov.uk/eventnoise) - section on “Events with music”.

35.11 Members of the audience shall not be allowed within 3 metres of any speakers.

**36. Smoke-free (Premises and Enforcement) Regulations 2006**

The above legislation applies to all parts (including the toilets/cloakrooms and storage areas) of all buildings, pavilions or other enclosed structures within parks and recreation grounds, which are therefore Smoke-free/No Smoking areas – there are no exemptions from this requirement. It is the responsibility of the Hirer to ensure that this requirement is adhered to at all times. Should someone smoke in a Smoke-free area the Hirer will be expected to take reasonable action to stop that person smoking.

“Reasonable Action” is considered to be -

Drawing the smoker’s attention to the “No Smoking” Signs.

Asking the smoker to stop or go outside to smoke.

If the smoker refuses to stop or go outside, asking the smoker to leave.

If the smoker becomes violent or abusive, call the Police.

Make a note of the date, time, action taken and (if possible) the name of the smoker

Please also report the incident to the Parks Facilities Manager on the next working day.