



BEDFORD
BOROUGH COUNCIL

Conditions Relating to Events held on Bedford Borough Council Parkland

Environment Services

1. Why is it necessary to have these conditions?

- 1.1 The Council owns the Parks and Open Spaces which is intended for the use and enjoyment of all. These Conditions seek to achieve a number of things including the preservation of the condition and character of the Park, compliance by the Applicant with legislation affecting the event and awareness on the part of the Applicant with the need to ensure the safety and welfare of persons affected by the event.

2. Booking an event in Parks and Open Spaces

- 2.1 Officers may need to refer certain types/sizes of events to a Council Committee for approval before accepting a booking. Accordingly to ensure that sufficient time is available to enable this to happen Applicants should submit a completed and signed application form (these are obtainable on request from the Park Events Section (01234 228759) at least three months before the date of the proposed event.
- 2.2 The Council may require a refundable deposit to be paid in advance of an event as security. If a deposit is paid it will be subject as mentioned below, to be refunded as soon as practicable following the event. However if the Council incurs costs and expenses arising from these Conditions not being complied with then the deposit or a part of it will be retained by the Council in payment or part payment of the amount owing. In the event of any shortfall between the deposit and the actual costs and expenses, the Applicant will remain liable for payment of the balance on demand.
- 2.3 The booking of an event will be deemed to incorporate these Conditions and will give rise to a legally binding agreement between the Applicant and the Council. **Accordingly the Applicant is advised not to sign anything which the Applicant does not understand and to take independent legal advice as to the meaning and effect of these provisions before signing the endorsement accepting these conditions.**
- 2.4 The Applicant must ensure that in completing an application form all relevant information is included and a separate sheet should be attached if necessary. This may help to prevent delay in processing the application.
- 2.5 All contact with the Council (as owner of the Park) (written or verbal) concerning these conditions and arrangements with the Council (in its capacity as landowner) to use the Park is to be made through the office of the Council's Parks Events Section, Room 401, Borough Hall, Cauldwell Street, Bedford, MK42 9AP. Telephone 01234 228759. Email events@bedford.gov.uk.

3. The meanings of certain words and phrases

- 3.1 In these conditions certain words and phrases are given particular meanings. These are described in Condition 14.

4. Health and Safety

- 4.1 The Applicant (and not the Council) shall be responsible for all aspects of the event itself and without limitation on this obligation the Applicant shall be responsible for all health and safety obligations in respect of the same.
- 4.2 The Applicant may contact the Council's Environmental Health Unit (telephone 01234 267422) or write to the Environmental Health Unit, Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford, MK42 9AP to obtain information concerning health and safety but any information given will be of a general nature and not specific to the particular event.
- 4.3 An event 'Risk Assessment' must be produced by the Applicant and submitted to the Nominated Officer. Which should include copies of written assessments obtained from any contractors supplying and/or operating attractions/activities and/or equipment to the event

The following issues should be considered:

- The proposed layout of the venue;
 - The type of event;
 - The anticipated occupant capacity and the type/age range of the audience;
 - Whether the audience will be standing, seated or a mixture of the two, the movement of the audience around the event ground between the entertainment and/or facilities;
 - The duration and timing of event, including setting up time prior to the event and clearing up time after the event;
 - Access/exits and designated routes for emergency services;
 - Are any structures such as stages, marquees, lighting towers etc. proposed;
 - Arrangements for sanitary accommodation, water supply, waste disposal, food concessions/hygiene, electrical supplies, installations and equipment, fire fighting, first aid, stewarding, barriers/fencing, site communications, public address facilities, information, lost children/property, people with disabilities, parking, vehicle movement;
 - Details of traffic management and car parking.
- 4.4 Health and Safety information must be up to date on the event date(s) and available on request including but not limited to; PIPA certification, ADIPS, structural and/or electrical sign offs and equipment test reports.
- 4.5 A suitably competent person should be appointed by the Applicant to act as the 'Safety Officer' for the event with specific responsibility for safety matters, although overall responsibility for the event remains with the Applicant. The nominated person should be suitably trained and/or have experience or knowledge of safety matters appropriate for the event having regard to the size and nature of the event and the possible level of risks.
- 4.6 The Applicant must ensure that everyone having a specific responsibility before, during and after the event has their responsibilities clearly identified to them and is appropriately experienced/trained.

- 4.7 The Applicant must ensure that everyone assisting during the course of the event is properly instructed in their responsibilities and is aware of what action should be taken in the event of an emergency.
- 4.8 In permitting the event the Council does not warrant or represent that the event land (or any other part or parts of the Park used in connection with the event) is or are suitable for the event and the Applicant shall be responsible for satisfying themselves as to the suitability in all respects of the same for the event.
- 4.9 The Applicant shall be responsible for the repair, safety, condition and suitability of any goods brought into the Park (and/or upon the event land) in connection with the event.
- 4.10 The applicant shall ensure that participants at the event are fully aware that they are participating at their own risk and that to the extent permitted by law, the Council does not accept any liability or responsibility for them.
- 4.11 For the set up and breakdown for the event no work shall be carried out before 8.00am or after 10.30pm that may cause a nuisance to residents, without written consent from the Council.
- 4.12 The Council does not provide power to any event. Any electrical installations must comply with BS7909 2011 regulations and have submitted an electrical safety plan.

5. Indemnity and requirement to insure

- 5.1 The Applicant agrees to indemnify the Council from and against all or any actions proceedings costs claims losses demands or expenses by reason of accident or injury to any person (including death) or damage to or loss of property in or upon the Park however caused arising out of the use of the event land for the event or affected by it or by reason of the condition or non-repair of the event land, except where the Council, or its agents or servants, have or has (as the case may be) been negligent.
 - 5.1.1 In certain circumstances, depending upon the nature of the event or activity taking place in parkland and open spaces, it may be necessary for the Council to request that a bond be paid in advance of the event. For example, where heavy infrastructure and vehicle movement may take place within the park, or when an organiser has previously been in breach of lawful practices e.g. fly tipping, flyposting or vandalism.
 - 5.1.2 Where the bond paid does not cover the cost of reinstatement or repair, the Applicant will be responsible for paying the remainder of the cost to the Council.
- 5.2 The Applicant shall effect and maintain for the event period at least a public liability insurance Policy with a reputable insurance company for a minimum of £10,000,000 in respect of any one incident unlimited in the number of claims relating to that incident. The insurance should provide indemnity to any principal. Any excess shall not exceed £250. The Applicant must produce evidence of adequate valid insurance cover at least twenty eight days prior to the event. The Council will want to take details or obtain copies of the Policy. Public liability indemnity is readily available from most insurance companies.

6. For the duration of the event the Applicant will NOT allow on the event land:

- 6.1 Any fires, barbecues and other open flames without written permission from the Council.
- 6.2 Any mechanical or electrical apparatus without written permission from the Council.
- 6.3 The playing of any music without written permission from the Council. (If permission is granted and your event includes playing copyrighted music you may need licences from Phonographic Performance Limited and the Performing Right Society. If showing film you may need copyright permission for this as well).
- 6.4 Any performing animals without written permission from the Council.
- 6.5 Advertising or promotion of alcohol or tobacco products or political beliefs or political parties.
- 6.6 Anything that in the opinion of the Council is likely to cause racial offence.
- 6.7 Balloons, confetti, pressurised gas cylinders, combustible or poisonous noxious or dangerous substances.
- 6.8 The building of any structures, including tents and awnings without the written permission of the Council.
- 6.9 Any advertisements or signs apart from those reasonably necessary for safety or the lawful undertaking of the event.
- 6.10 Any vehicles without the written permission of the Council.
- 6.11 Any powered model aircraft/drones.
- 6.12 Trading of any kind for commercial gain without the written permission of the Council. (This includes the sale of refreshments, confectionery/ice creams etc). Permission will be given only in exceptional circumstances.
- 6.13 Any obscene, illegal or immoral behaviour.
- 6.14 Any illegal games or betting.
- 6.15 Any drunkenness or disorderly conduct.

7. The Applicant MUST:

- 7.1 Reduce noise levels at the event if requested by a Council Officer. The Applicant also agrees that the event may be stopped if noise levels are not reduced following a request from a Council Officer.
- 7.2 Ensure that the event is restricted to the event land.
- 7.3 Take all reasonable steps to prevent damage to the Park as a result of the event and ensure that wildlife is not disturbed and plants are not damaged and further the Applicant must pay to the Council on demand following the event the proper and reasonable costs of reinstating the Park arising out of any damage relating to the event.
- 7.4 Make every reasonable effort to ensure that children attending the event are in the control of an adult and that people at the event are aware that they are responsible for any children with them.
- 7.5 Not make any charge to persons attending the event without the written permission of the Council.
- 7.6 Not enclose the event land with any physical division nor shall the Applicant restrict entrance to the Park by the public without the written permission of the Council.
- 7.7 Not allow the event to take place outside the event period.
- 7.8 Not allow any goods or apparatus relating to the event to be within the event land outside the event period.
- 7.9 Supply a suitable type and number of bins to collect rubbish during the course of the event and locate them in convenient places for those attending the event. At the end of the event the Applicant shall remove the receptacles and rubbish from the event land and dispose of them at the Applicant's expense.
- 7.10 Be present in person at all times during the event and prior to the commencement of the event supply the Nominated Officer with a telephone number at which the Applicant can immediately be contacted during the event.
- 7.11 Observe any byelaws affecting the event land. Copies of byelaws are available on request from Borough Hall Bedford. In case of any conflict between these terms and conditions and the byelaws, the byelaws shall prevail.
- 7.12 Comply with all statutes and obtain any licences required by law for the lawful carrying on of the event.
- 7.13 Must not advertise on public property outside of the event land without written permission of the Council.

8. Premises Licence / Temporary Event Notice

- 8.1 Certain events will require a Premises Licence or Temporary Event Notice and may not go ahead without one. If one is required (for activities which have first been approved in writing by the Nominated Officer) the Applicant must apply through the Council's Licensing Unit (01234 276948) **and must in this case also inform the Nominated Officer in writing of the Applicants intention to apply for such a licence.** Application forms are available from the Licensing Unit page on the Council website. The Licensing Team will also give advice as to whether a licence will be required for an event.
- 8.2 Where a Premises Licence or Temporary Event Notice is obtained the Applicant shall observe perform and comply in all respects with the terms and conditions contained or referred to in such Licence.
- 8.3 The Applicant's attention is drawn to the fact that if a Premises Licence or Temporary Event Notice is required then such Licence may contain and impose additional terms and conditions.

9. Cancellation

- 9.1 The Council reserves the right to cancel the event at any time (including during the occurrence of the event itself) without notice. The Council shall not be responsible for any costs, claims, damages, expenses or loss incurred either by the Applicant or by any other person. The circumstances listed below are those where the Council is most likely to exercise the right to cancel an event but the list is not intended to be exhaustive nor to limit the Council's right to cancel:
- a. where the Council is advised (or required) by the Police not to permit the event to take place or (where the event is actually in the course of taking place) to continue.
 - b. where it becomes known to the Council that the event or some aspect of it is or will be illegal.
 - c. where a local or public Authority advise (or require) that the Park not be used for the event.
 - d. where in the opinion of the Council the Applicant has not disclosed in the licence agreement the true or full nature of the purpose of the event.
 - e. where it appears to the Nominated Officer that the event will if it occurs or continues (as the case may be) be in breach of any of the terms and conditions applicable to the event.
 - f. where the Applicant fails to comply with instructions given by Council staff or the Council's contractors.
 - g. where due to adverse weather conditions the holding of the event would or might damage the Park.
 - h. where in the opinion of the Council the safety of participants and/or the public attending the event would be endangered (though there shall not be implied any obligation on the Council to form an opinion).

- 9.2 The Applicant may cancel the event at any time but must confirm the cancellation in writing to the Council within 24 hours of the event.
- 9.3 The Council shall have the right to cancel part of an event as opposed to the whole event where this is considered by the Council to be the most appropriate course of action.
- 9.4 In the event of any cancellation the Applicant shall be responsible at his own expense for publicising such fact to the public at the earliest opportunity.

10. The Applicant

- 10.1 The Applicant may not sub-let or assign the benefit of the licence agreement either in whole or in part.
- 10.2 Where this licence agreement imposes obligations on the Applicant then the Applicant is responsible for ensuring that anyone concerned with or attending the event also complies with those obligations.

11. No tenancy to be implied

- 11.1 The permission granted by the licence agreement is intended to be a licence and no landlord and tenant relationship shall be implied.

12. Limitation of Damages

- 12.1 Should the Council be held liable to the Applicant for any matter arising from the licence agreement the amount of any damages payable shall (to the extent permitted by law) not exceed the amount of the licence fee (if any) paid by the Applicant.

13. Statutory Rights

- 13.1 These terms and conditions may not override the statutory rights of the Applicant.

14. The meanings of certain words and phrases and matters of interpretation and construction

14.1 In this agreement:

“**the Park**” means the location detailed in box 9 of the Application Form.

“**the Council**” means Bedford Borough Council of Borough Hall, Cauldwell Street, Bedford MK42 9AP acting by the Clean, Safe & Green Section.

“**the Applicant**” means the person or persons to whom the Council in its capacity (either as owner of the Park or as the person having power to manage the same) grants permission for the Applicant to hold the event.

“**event**” means the event referred to and described in the licence agreement.

“**licence agreement**” means the contractual licence created by the following documents namely (a) the Applicants completed and signed application form (made on the Council’s official Application Form intended for this purpose) (b) the Council’s written agreement to the holding of the event (including any preceding correspondence identified in such agreement) and (c) these terms and conditions including any amendments agreed in writing pursuant to condition 14.7 below.

“**the event period**” means the period agreed in the licence agreement (including set-up and dismantling times) for the holding of the event or if none is stipulated then a period not exceeding the hours during which the Park is open to the public on the day of the event.

“**the event land**” means either that part or those parts of the Park upon which it is has been agreed in the licence agreement that the event takes place or if the event is of a nature where no specific area has been referred to as part of the approved application for hire then the part or parts of the Park upon which the event actually takes place.

“**the Nominated Officer**” means the Council’s Events & Community Engagement Officer or their appointed representative.

14.2 These conditions extend and apply not only to the event land but (as the context allows) also to any other part or parts of the Park not comprising event land but which is/are used in connection with the event.

14.3 Where the Applicant consists of more than one person the obligations on the part of the Applicant contained in this Agreement shall be joint and several.

- 14.4 References to the singular shall include the plural and references to one gender shall include all others as the context allows.
- 14.5 If any provision in this licence agreement shall be held wholly or partly illegal or unenforceable at law such provision shall be deemed not to form part of this licence agreement and the enforceability of the remainder of such agreement shall not be affected
- 14.6 The Council is a party to the licence agreement in its capacity solely as owner of the Park and unless otherwise expressed all references to the Council mean the Council in such capacity. Other consents may be required by law either from the Council (otherwise than as landowner) or from others and the Applicant is responsible for identifying the need for these and applying for them separately; the completion of the licence agreement does not imply that any other consents whether needed from the Council (otherwise than as landowner) or from another body will be forthcoming.
- 14.7 Any deletions or variations of these conditions agreed by the Council in writing and any additional conditions specified by the Council and referred to in the licence agreement shall be incorporated and these conditions shall be read construed and apply accordingly.

15. Fee's and Payment

- 15.1 Events such as commercial and private events and fairs and circuses will be required to pay a site fee, the applicant will be notified of the amount and date by which it must be paid in writing. Failure to comply with this will result in the event being cancelled.

16. Events Advisory Group

- 16.1 The EAG consists of the blue light services (police, fire, ambulance) along with representatives from Bedford Borough Council (events, highways environmental health, trading standards), it has been set up to give a joined up approach into looking at safety in public event, events on council land (inc highway). For the group to properly have time to consider proposals we must have detailed proposal for mid / large scale events 3 months prior to the event. **You may be asked to present your event before the group in person, and additional conditions may be applied to your event which must be complied with.**

17. Commercial Services

- 17.1 If your event employs contractors to provide services which the Council can commercially provide (such as bins, litter picking, bars, catering) then the Council must be invited to tender for the service. There is no obligation that the applicant must appoint the council service, or that the Council must provide the service.

18. Advertising

- 18.1 All physical advertising (posters/banners etc) must have obtained prior written consent from the council before being displayed. Fly posting and other unconsented advertising may lead to a fine and will affect future bookings.
- 18.2 If any advertising has the Bedford Borough Council logo published on it or refers to 'Bedford Borough Council', the design for the advert must have consent from the Council before being made public.
- 18.3 Advertising on the event site must not exceed two weeks prior to the event and must be removed before closing down/leaving the site unless otherwise instructed by a council officer.

Notes

Finding out more

If you would like further copies, a large-print copy or information about us and our services, please telephone or write to us at our address below.

Për Informacion

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