



PEL

Date as postmark

Dear Event Organiser,

Thank you for your enquiry regarding holding an event/activity in one of Bedford's parks/open spaces.

Please find enclosed a list of requirements that your organisation must adhere to before permission can be granted to stage such an event/activity.

- 1. Risk assessment documentation** - a detailed risk assessment will have to be produced at least 28 days prior to the proposed date of your event.. This is a legal requirement and will enable proper consideration of your application and for permission to be granted. **If your application is for a new event, or a medium / large event then we would need to see the documentation 3 months prior to the event.**
- 2. Application Form/Terms and Conditions** - Please read the Terms and Conditions, complete and sign the application form
- 3. Insurance details** - a copy of your third party public liability insurance to £5,000,000 (five million pounds), valid for the duration of the event will need to be submitted no less than 28 days prior to the event.
- 4. Site plan and location map** - it is essential that these are submitted with any application if your event is to be given the go ahead. You may be asked to produce more comprehensive and detailed plans where appropriate.
- 5. Consultation with local residents and businesses** - it may be appropriate to provide evidence of consultation with residential and/or commercial properties that will be affected by your event.
- 6. Consultation with first aid provider** - you may need to discuss the provision of first aid facilities at the event with a reputable organisation, for example, St. John Ambulance or The Red Cross. Evidence of this may be requested.
- 7. Premises / Temporary Event Notice** - it is possible that your event may need one of these. This will depend upon the type of event you are staging. Please contact a Licensing Officer on 01234 221603 to discuss if your event requires one of these.
- 8. Other Licenses** - Depending on the nature of the event, you may require other licenses. If you are aware that you will require a particular license, please contact the Licensing Officer on 01234 221603. You may be advised that you require a license for the event when all the information has been provided.

Continued overleaf

Stewart Briggs, Executive Director for Environment & Sustainable Communities
Borough Hall, Cauldwell Street, Bedford MK42 9AP

Telephone: (01234) 267422 Fax: (01234) 228006 DX 117105 Bedford 4
Minicom: (01234) 221827 Web: www.bedford.gov.uk

9. Food and Drink - If you are serving food and drink as part of your event, the provider/ supplier must have the relevant food safety certificates and be registered with their local council. Details of any food provider should be given to a Environmental Health Officer (Food Safety) contactable on 01234 221772.

10. Event Advisory Group (EAG) - 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.

Bedford Borough Council has put together a guide to organising event, this runs through the initial things you would need to consider. If this is not included in this pack it can be downloaded from the council website.

If you require any further clarification regarding the above, or wish to discuss any issue around your application, please do not hesitate to contact me on 01234 221822 or email bjorn.hove@bedford.gov.uk

Regards

A handwritten signature in black ink, consisting of several overlapping, fluid strokes that form a stylized name.

Bjorn Hove

Events Management & Project Support Officer
Bedford Borough Council

EVENT NOTIFICATION FORM Council Owned Land

Please complete this form and return as early as possible, *ideally within 3 months (and not less than 6 weeks)* in advance of the event. Completed forms to be returned to:
Bjorn Hove, Events Management & Project Support Officer, Bedford Borough Council, Town Hall, St Pauls Square , Bedford, MK40 1SJ
Tel: 01234221822 **E-mail:** bjorn.hove@bedford.gov.uk

Name of Organiser	Mr / Mrs / Miss / Ms*	First Name:	Surname:	
Name of Organisation:				
Name of Event:				
Contact Address:				
E-mail address:				
Tel. No's:	Daytime:	Mobile:		
Event Date(s): /...../..... to/...../.....	Event Open to the Public:		From: am	To: pm
	Access to Site Required:		am	pm
Proposed Venue:				

Please tick if you are having any of the following at you event:

- | | | |
|--|--------------------------|---|
| Live Music | <input type="checkbox"/> | (we will not give permission for externally organised music events for the embankment area) |
| Recorded Music | <input type="checkbox"/> | |
| Dancing | <input type="checkbox"/> | |
| Catering | <input type="checkbox"/> | |
| Bar | <input type="checkbox"/> | |
| Trade Stands / stalls | <input type="checkbox"/> | |
| Sporting Activity (professional / demonstration) | <input type="checkbox"/> | |
| Sporting Activity (audience participation) | <input type="checkbox"/> | |
| Fun Fair / Rides | <input type="checkbox"/> | |
| Dog Show / Animal Demonstrations | <input type="checkbox"/> | |
| Other activities (please specify): | | |

Health and Safety requirements for holding a public event within Bedford Borough

Documents that will need to be submitted prior to any event being put before EAG:

- a) For new or medium/large events a comprehensive risk assessment **MUST** be submitted at least 3 months in advance.
- b) All risk factors must be considered with control/preventative measures put in place.

Measures in place (please tick)	Yes	No	N/A
Emergency Procedures e.g. access for emergency vehicles			
Parking arrangements (effect on home residents / surrounding area)			
Welfare provisions (drinking water/toilets)			
Fire control measures			
First aid provisions <i>[minimum of 2]</i>			
Stewards / Security			
Machinery and equipment: set up, used and approved by a competent person			
Police informed of event			
A current public liability insurance certificate must be produced (minimum cover of £5million?)			

Estimated Attendance (total):			
Estimated Maximum at any one time:			
Age Range / Demographic of audience:			
Will food & drink be sold at the event: If "Yes" consult Environmental Health & Trading Standards at BBC	Yes / No*	Type of food	
Will licensable activities take place at the event: (sale of alcohol, music, dance, cinema presentation etc)	Yes / No*	If yes, you must obtain/have in place, an appropriate licence issued under the Licensing Act 2003	

*Please delete as applicable

If this event is to be ticketed or for commercial gain then a hire fee will be charged

The Event Advisory Group must be informed at least one month in advance if there are any changes to the original risk assessment that was submitted. Failure to comply could result in the event being cancelled or permission for the event being withdrawn. If you do make any changes please contact Bjorn Hove using the contact details on the first page.

I/WE have read and understood the terms and conditions (attached) which shall incorporate and shall be read and construed as amended by any deletions and variations made pursuant to Condition 14.7. I/We agree to observe perform and comply in all respects with all of the terms and conditions contained or referred to in the agreement. I/WE are not less than 18 years of age

Name

Signature:.....

Date.....

Please **keep** pages 1-6 for your reference



Conditions relating to events held within the Park

1. Why is it necessary to have these conditions?

The Council owns the Park 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. How to book an event in the Park

- 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 Events Section (01234 221822) 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 subject as mentioned below 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 on written acceptance by the Council 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 through the office of the Council's Events Section, Room B102, Riverside House, Horne Lane, Bedford, MK40 1PY. Telephone 01234 221822, Fax 01234 227482.

3. The meanings of certain words and phrases

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

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, Town Hall, Bedford MK40 1SJ 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 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.
- 4.5 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.
- 4.6 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.
- 4.7 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 himself as to the suitability in all respects of the same for the event.
- 4.8 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.
- 4.9 The Applicant shall ensure that participants in the event are fully aware that as between them and the Council 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.
- 4.10 For the set up and breakdown for the event no work shall be carried out before 8.00am or after 11.00pm that may cause a nuisance to residents, without written consent from the Council.

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.

5.11 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.

5.12 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 £5,000,000 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:-

- Any fires, barbecues and other open flames without written permission from the Council;
- Any mechanical or electrical apparatus without written permission from the Council;
- 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).
- Any performing animals without written permission from the Council;
- Advertising or promotion of alcohol or tobacco products or political beliefs or political parties;
- Anything that in the opinion of the Council is likely to cause racial offence;
- Balloons, confetti, pressurised gas cylinders, combustible or poisonous noxious or dangerous substances;
- The building of any structures, including tents and awnings without the written permission of the Council;
- Any advertisements or signs apart from those reasonably necessary for safety or the lawful undertaking of the event;
- Any vehicles without the written permission of the Council;
- Any powered model aircraft;
- 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;
- Any obscene, illegal or immoral behaviour;
- Any illegal games or betting;
- Any drunkenness or disorderly conduct.

7. The Applicant MUST:

- **Reduce noise levels at the event if required 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;**
- Ensure that the event is restricted to the event land;
- 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;
- 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;
- Not make any charge to persons attending the event without the written permission of the Council;
- 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;
- Not allow the event to take place outside the event period;
- Not allow any goods or apparatus relating to the event to be within the event land outside the event period;
- 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;

- 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 ;
- Observe any byelaws affecting the event land. Copies of byelaws are available on request from the Town Hall Bedford. In case of any conflict between these terms and conditions and the byelaws, the byelaws shall prevail;
- Comply with all statutes and obtain any licences required by law for the lawful carrying on of the event

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 221603) 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 Town Hall's main reception or from the Licensing Unit. The Licensing Unit 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 licence agreement 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:-
- 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.
 - where it becomes known to the Council that the event or some aspect of it is or will be illegal.
 - where a local or public Authority advise (or require) that the Park not be used for the event.
 - 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.
 - 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.
 - where the Applicant fails to comply with instructions given by Council staff or the Council's contractors.
 - where due to adverse weather conditions the holding of the event would or might damage the Park.
 - 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.
- 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

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

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

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 Council” means Bedford Borough Council of Town Hall Bedford MK40 1SJ acting by the Events and Marketing 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 Management & Project Support Officer or his 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.

- 14.7.1 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

- 15.1.1 Events such as commercial or private events 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.**

RISK ASSESSMENTS

Why do we request such detailed information from you?

Changes in Health and Safety Legislation now require all organised events and activities that take place both in and out of the work place to have a suitable, specific and sufficient risk assessment. It is the responsibility of the organiser to ensure that all participants carry out tasks safely and therefore to identify the risks and hazards that could effect any persons involved in the event or activity and to put in procedures and control measures to manage the risk.

It is the responsibility of Bedford Borough Council as the landowner to ensure that legislation is adhered to. It is therefore essential that we understand the nature of the event and are aware of any potentially dangerous activities. Bedford Borough Council would be negligent to grant permission for an event to go ahead without appropriate documentation and understanding of the activities.

Failure to comply with new legislation may result in legal action being taken against the organiser and landowner. If an incident occurs at one of your events, and it is not considered that reasonable measures have been taken to prevent this and have not been noted in a risk assessment, both yourself and representatives of Bedford Borough Council may be taken to court by the Health and Safety Executive. For example, in the event of a fatality, corporate manslaughter charges may be brought against us.

Changes in culture have meant that event organisation must be more closely monitored. In the last two years, the Borough Council's attitude towards events held on our land is now much more in line with current legislation. The Borough takes event organisation and its legal requirements very seriously.

I hope that this explains the reasons why we ask for such specific information. I understand that for some of the smaller events that take place within the Borough do not appear, to warrant a detailed risk assessment but it is a legal requirement. The size and type of event or activity is irrelevant, the same principles apply to everyone. Risk Assessments also help us to understand the nature of the event and to identify any potentially dangerous activities.

At the end of the day, detailed risk assessments are requested by us to protect you as the organiser as much as it is to protect us as the landowner.

The standard way of completing a risk assessment is to use the attached form, but for medium and large scales events a more detailed essay type assessment helps to further explain your rationing

If you wish to discuss any of the above further, please do not hesitate to contact Bjorn Hove 01234 221822

Risk Assessment for:

Specific legal requirements			Date of Event	
			Staff involved	
Appropriate Standards			Assessment by	
			Assessment date	

Nature of Hazard	Persons at risk	L	S	RR	AP	Control Measures

(L) Likelihood
1 = Improbable
2 = Unlikely
3 = Occasional
4 = Frequent
5 = Likely

(S) Severity
1 = Minor (no time lost)
2 = <3 day injury
3 = >3 day injury
4 = Major injury (defined by RIDDOR)
5 = Death

Risk Value (L X S)
21 – 25
16 – 20
11 – 15
6 – 10
1 – 5

(RR) Risk Rating
Very High
High
Medium
Low
Very Low

(AP) Action Priority
A
B
C
D
E

Nature of Hazard	Persons at Risk	L	S	RR	AP	Control Measures

(L) Likelihood
1 = Improbable
2 = Unlikely
3 = Occasional
4 = Frequent
5 = Likely

(S) Severity
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Risk Value (L X S)
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11 – 15
6 – 10
1 – 5

(RR) Risk Rating
Very High
High
Medium
Low
Very Low

(AP) Action Priority
A
B
C
D
E

Nature of Hazard	Persons at Risk	L	S	RR	AP	Control Measures

Assessment Date: _____

Review Date: _____

Assessor's Name: _____

Assessor's Signature: _____

(L) Likelihood
1 = Improbable
2 = Unlikely
3 = Occasional
4 = Frequent
5 = Likely

(S) Severity
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(RR) Risk Rating
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High
Medium
Low
Very Low

(AP) Action Priority
A
B
C
D
E