



BEDFORD
BOROUGH COUNCIL



Events held on Parks and Open Spaces

Application Pack

Environment Services

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Welcome Event Organiser

Thank you for considering the use of Bedford Borough Council parks or open spaces to hold an event/activity.

Within this pack you will find a list of requirements that your organisation must adhere to before permission can be granted to stage your proposed event/activity.

Event Notification Application Form

Complete and sign the application form in full and return this to us as soon as you would like to plan an event.

Conditions Relating to Events held on Bedford Borough Council Parks and Open Spaces

Please read all terms and conditions before signing your agreement to them in the space provided at the end of your application form.

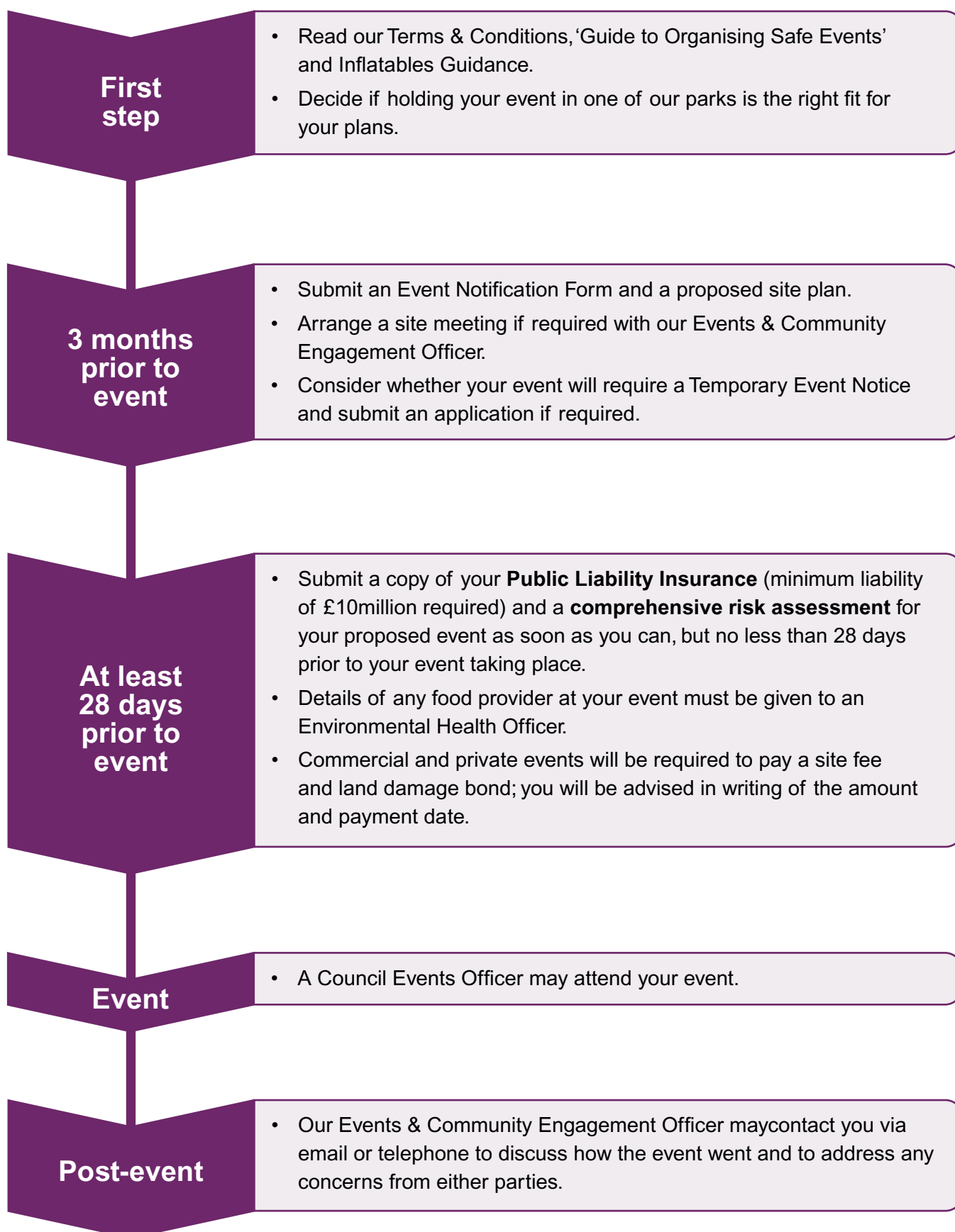
Risk Assessment Guidance and Simple Template

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.**

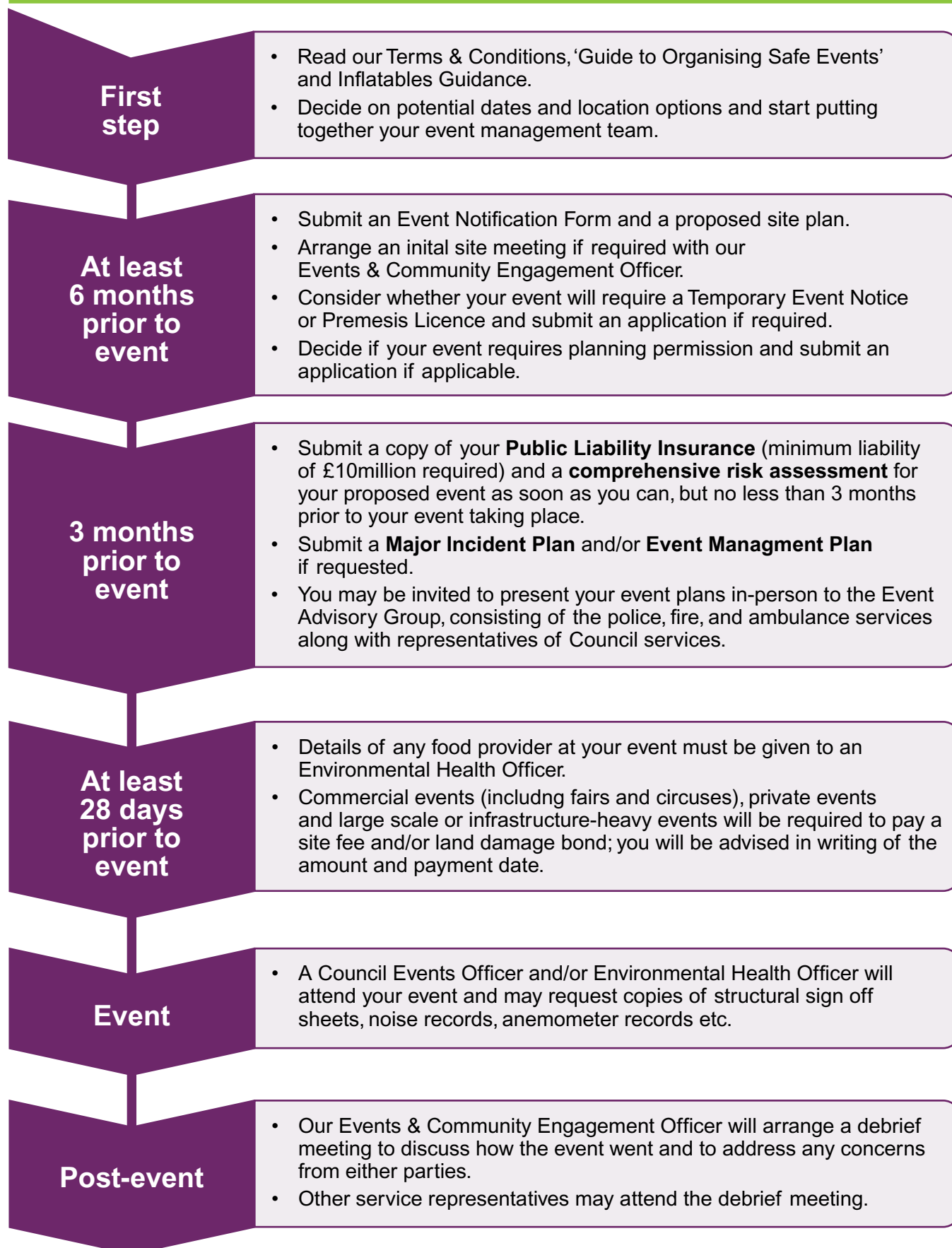
Events size will be quantified on a case by case basis depending on the type and location of the event, please get in touch if you have any questions about the scale of your event.

There is guidance in this pack to support you when writing your risk assessment.

Event Application Flowchart - Small Events



Event Application Flowchart - New & Medium / Large Events



In order for event approval to be considered, we will also require the following documentation:

Insurance Details

A copy of your third party public liability insurance of a minimum of £10,000,000 (ten million pounds), valid for the duration of the event will need to be submitted no less than 28 days prior to the event.

Site Plan and Location Map

It is essential that you submit a site plan and location map with any application. You may be asked to produce more comprehensive and detailed plans and where appropriate a site meeting may be requested.

Premises Licence / Temporary Event Notice

It is possible that your event may require a licence. This will depend upon the type of event you are staging. Please contact a Licensing Officer on 01234 276943 or email licencing@bedford.gov.uk to discuss if your event requires one. If you plan to have music, performances, animals, food, sports, alcohol or evening entertainment at your event, then visit www.bedford.gov.uk and search for 'Planning an Event' for more details on whether you require a licence.

Other Considerations:

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 an Environmental Health Officer (Food Safety) contactable via ehadmin@bedford.gov.uk.

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). The group has been set up to give a joined up approach into looking at safety for public events and events on council land (inc highway).

For the group to have sufficient time to consider proposals you must submit a detailed proposal for any 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.

Commercial Services

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.

Bedford Borough Council has put together a guide to organising events, this runs through the initial things you would need to consider. If this is not included with 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 us on 01234 228759 or email katie.lewis@bedford.gov.uk.

Data Protection Privacy Statement – Land Hirers & Outdoor Event Applicants

In order to deliver services to the citizens and communities in Bedford Borough, it is necessary for the Council to collect, gather and process personal data about residents, staff and other individuals. Bedford Borough Council is committed to protecting your personal data when you use its services and/or correspond with it.

The Council has registered as a Data Controller with the Information Commissioner's Office. This registration can be viewed on the ICO website.

Registration Number Z5916725.

As a Data Controller, the Council sets out the purposes and methods for processing information and ensures safeguards over any personal and special category information it processes. The sections below explain the arrangements we have in place to protect the information entrusted to the Council.

In relation to Communication with Land Hirers & Outdoor Event Applicants Bedford Borough Council will process your personal data for the following processing purposes:

To maintain communication with event organisers for the purposes of event planning, health and safety and to adherence to the terms set out within this application.

It is processing this personal data by virtue of the following Lawful Basis:

Consent of the data subject, Performance of a contract, Compliance with a legal obligation, Protecting the vital interests of a data subject or other person (life or death situation) and Performance of a task carried out in the public interest.

Personal data provided for communication with Land Hirers & Outdoor Event Applicants may be shared with, or obtained from the following organisations (in addition to any other disclosure required by a Court of Law or in response to a valid request by, normally, a law enforcement agency:

Members of the Bedford Events Advisory Group in the interest of public safety to include representatives of Blue Light Services and other council departments as required. Shared information will be limited to name only where applicable.

The processing of your personal data will be restricted in time to:

5 years from the end of the year of application, unless otherwise stated in writing, or until a person(s) opts out of future communications.

Your personal data will be held by/for the Council within the UK or the EU.

The information you have provided is a statutory or contractual requirement: this is something we have to do. Please see details below, including any consequences if we do not receive the information:

Data may need to be provided as a statutory or contractual requirement, this data will be indicated with a * or advisory note on applications or contractual documents and tenders.

We have a range of measures to protect the personal data you provide. These include: cyber security; physical security of the Council's buildings and training on Data Protection for staff.

Bedford Borough Council is the Data Controller processing your information, who can be contacted as follows:

Information Governance
Bedford Borough Council
Borough Hall
Cauldwell Street
Bedford MK42 9AP
Email: dpo@bedford.gov.uk
Telephone: 01234 267422

If you wish to enquire about your rights as a data subject, whether you wish to request a copy of your own information that Bedford Borough Council holds, request for data portability; rectification or erasure of your data for any reason or objection to any processing, please contact the Council's GDPR Data Protection Officer:

email: dpo@bedford.gov.uk

Alternatively if you are unhappy in the way Bedford Borough Council has handled the processing of your information in any way, you have the right to contact the UK's Supervisory Authority:

The Information Commissioner's Office who can be contacted:

Webform: <https://ico.org.uk/global/contact-us/email/>
Email: casework@ico.org.uk
Telephone: 0303 123 1113

Changes to this Notice

We keep this Privacy Notice under regular review. This Notice was last updated in April 2020.

Event Notification Application Form

Application to hold an event / activity on a Bedford Borough Council park or open space

- Please read the '**Conditions Relating to Events held on Bedford Borough Council Parks and Open Spaces**' document before completing this application form.
- Ensure that you answer all sections in full to prevent a delay in processing your application.
- Once completed, please return this form as early as possible, ideally within 3 months (and not less than 6 weeks) in advance of the event.
- Please send completed forms to: **Katie Lewis, Events and Community Engagement Officer, Room 401, Bedford Borough Council, Borough Hall, Cauldwell Street, Bedford, MK42 9AP.**
- If you have any queries relating to the completion of this form, or for more information, please contact katie.lewis@bedford.gov.uk, call **01234 228759** or email them to events@bedford.gov.uk.

Organiser Information

1. Name of Organiser:

(Person who will be in control of the event on the day)

Mr / Mrs / Miss / Ms

(Please delete as applicable)

First Name:

Surname:

2. Name of Organisation:

3. Contact Address:

Postcode:

4. Email Address:

5. Contact Phone Numbers

Daytime:

Evening:

6. Name and contact details of the person responsible for Health & Safety: (This **MUST NOT** be the main event organiser)

7. Name and contact details of the person responsible for noise levels at the event: (If applicable)

Event Information

8. Name of the Event:

9. Proposed Location / Park:

10. Event Date(s):

From:

To:

11. Please detail any additional set up or breakdown days (including dates and times) here:

12. Event Timings:

Event open to the public:

From:

To:

Access to the site required:

From:

To:

13. Type of Event:

(Please tick)

- | | | | |
|----------------------------------|---|---|------------------------------|
| ☐ Commercial | ☐ Charity/Fundraising | ☐ Private Function | ☐ Fair |
| ☐ Public | ☐ Sporting | ☐ Sessional Fitness Group | ☐ Circus |

14. Estimated Attendance (total including staff):

15. Estimated Maximum at any one time:

16. Age Range / Demographic of Audience:

17. Are you having any of the following at your event:

(Please tick ALL that apply)

- | | | |
|---|--|---|
| ☐ Live Music | ☐ Bar | ☐ Inflatables |
| ☐ Catering | ☐ Dancing | ☐ Staging |
| ☐ Recorded Music | ☐ Fun Fair Rides | ☐ Generators/Electrics |
| ☐ Dog Show / Animal Demonstrations | ☐ Sporting Activities (professional / demos) | ☐ Other Activities
<i>(Please specify below)</i> |
| ☐ Trade Stands/Stalls (gazebos or marquees) | ☐ Sporting Activities (audience participation) | <input type="text"/> |

Please note that permission for externally organised music events in the Embankment area will not be granted. Use of fireworks/pyrotechnics will also not be permitted.

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

Health & Safety Measures

18. Please provide details of car parking facilities available for people attending your event:

19. Are the following measures going to be in place for your event:

(Please tick)

	Yes	No	N/A
Welfare Provisions (drinking water / toilets)	☐	☐	☐
Fire Control Measures	☐	☐	☐
First Aid Provision (not relevant for fitness session)	☐	☐	☐
Stewards / Security	☐	☐	☐
Police informed of the Event	☐	☐	☐
Road Closures/Traffic Management Plans	☐	☐	☐
Emergency Procedures (e.g. emergency vehicle access)	☐	☐	☐
Valid Public Liability Insurance Certificate (minimum cover of £10million must be produced)	☐	☐	☐
Full Event Risk Assessment (must be produced)	☐	☐	☐
Event Site Plan	☐	☐	☐

20. Are there any additional details that you would like to notify us about regarding this event?

Health & 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:

- For new or medium/large events a comprehensive risk assessment **MUST** be submitted at least 3 months in advance.
- All risk factors must be considered with control/preventative measures put in place including set up/break down.
- Mid/large scale events may require a major incident plan.

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, may result in objections from the group, therefore leading to the cancellation of your event. If you do make any changes please contact Katie Lewis using the contact details on the first page of this form.

Licencing Information

21. Will food &/or drink be sold at the event?

☐ Yes ☐ No *(If 'Yes', please specify type of food below)*

If 'Yes' consult with Environmental Health & Trading Standards at Bedford Borough Council.

22. 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 Licencing Act 2003.

Declaration

I/We have read and understood the 'Conditions Relating to Events held on Bedford Borough Council Parks and Open Spaces' which shall incorporate and shall be read and construed as amended by any deletions and variations made pursuant to Condition 14.7.

I/We understand that completion of this form alone does not guarantee the Applicant use of Bedford Borough Council Parkland.

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.

Full Name:

Signature:

Date:

Conditions Relating to Events held on Bedford Borough Council Parks and Open Spaces

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. Bedford Borough Council as Landowners must be assured of the Applicants ability to deliver a safe event. If officers lack confidence that the event will be delivered to the highest safety standards, then permission to use the land will be withdrawn in accordance with the Occupiers Liability Act 1984.
- 4.2 The Applicant may contact the Council's Environmental Health Team (ehadmin@bedford.gov.uk) 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.
- 4.13 If appropriate to the operation the Licensee must ensure the safe use of LPG bottles and supplies on site within their operation. The list below is advice but not wholly inclusive of the measures that should be employed for the safe management and storage of LPG.
- The cylinders must be located securely on the outside of the vehicle, or within a purpose built housing vented externally.
 - All pipework must be copper or stainless steel tubing, or small lengths of rubber hose of less than 0.5m.
 - The vehicle must be permanently ventilated.
 - The appliances must be in good condition, meet appropriate standards, secured in an upright position and be securely fixed to prevent movement if used in a vehicle.
 - Staff and others who may be responsible for the unit must be fully trained in the use of the systems and emergency procedures.
 - Safety instructions must be displayed.
 - The number of gas cylinders stored at the home base should be kept to a minimum.
 - They must be positioned away from the public
 - All mobile units should be provided with a dry powder fire extinguisher.

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, including those associated with catering units 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 Sky Lanterns, confetti, untested/uncertified 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 notifying a Designated Officer in advance.
- 6.11 Any powered model aircraft/drones without written permission from a Designated Officer and adherence to the councils Drone and Model Aircraft Policy.
- 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.
- 6.16 Any sale of animals as prizes.

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.
- 7.14 Ensure all licences applicable to the event have been obtained in advance of the event date, for example, but not limited to; Temporary Event Notices, Premises Licences, Planning Permission and Keeping or Training Animals for Exhibition Licences.

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 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.

19. Safeguarding Vulnerable Groups

- 19.1 The Applicant is agreed to be a Regulated Activity Provider with ultimate responsibility for the management and control of any Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006 in the event that it is providing a Regulated Activity and shall in that event:
- a. Ensure that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS);
 - b. Monitor the level and validity of the checks under this Clause 15.1 for each member of staff; and
 - c. Not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 19.2 The Applicant warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Applicant in the provision of the event is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.
- 19.3 The Applicant shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 19 have been met.
- 19.4 The Applicant shall refer information about any person carrying out the activities for the event to the DBS where it removes permission for such person to carry out the activities (or would have, if such person had not otherwise ceased to carry out the activity because, in its opinion, such person has harmed or poses a risk of harm to any attendee at the event.
- 19.5 Definitions

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Risk Assessment Guidance

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 affect 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 both parties.

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 has been brought in line with current legislation. The Borough takes event organisation and its legal requirements very seriously.

We understand that 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 scale events a more detailed essay type assessment helps to further explain your rationale.

If you wish to discuss any of the above further, please do not hesitate to contact Katie Lewis on 01234 228759.

Key points when risk assessing your event

To complete a risk assessment, you need to understand what, at your event/activity, might cause harm to people and decide whether you are doing enough to prevent that harm. Once you have decided that, you need to identify and prioritise putting in place, appropriate and sensible control measures.

Start by:

- Identifying what can harm people at your event/activity session
- Identifying who might be harmed and how
- Evaluating the risks and deciding on the appropriate controls, taking into account the controls you already have in place
- Recording your risk assessment
- Reviewing and updating your assessment

You should be able to show from your assessment that:

- A proper check was made
- All people who might be affected were considered
- All significant risks have been assessed
- The precautions are reasonable
- The remaining risk is low or well managed

Your risk assessment should cover all groups of people who might be harmed at or around your event/activity:

- Think about workers affected because of risks associated with the particular jobs they do, such as setting, production and breakdown/repair and maintenance. Remember that contractors and shift-workers may not be familiar with what you do and the controls you have in place.
- Think about new and young workers and migrant employees and/or members of the public. They may be inexperienced, and/or lack maturity/ experience to recognise risks. They may not be familiar with your plans - what is and what isn't acceptable.
- Think about people with poor literacy skills and both migrant and indigenous workers. If staff can't read, write or add up, this can affect their ability to read, understand and follow guidance and instructions.
- Think about new or expectant mothers and young people who may be more prone to health-related risks (physical, biological or chemical risks).
- Think about people with disabilities whose disability may mean that reasonable adjustments are needed to enable them to access and enjoy your event/activity with minimal risks.
- Think about members of the public or animals that may or may not be involved in the event/activity taking place and how your plans could affect them.
- Consider the risks on and around the event/activity location and how you will minimise the risks to anyone accessing the site.

A risk assessment is only valid at the time it is written as small changes are always happening. Just make sure that you always review your risk assessment before and during your event/activity.

Risk Assessment Template

Risk Assessment for:

Specific Legal Requirements		Date of Event	
Appropriate Standards		Staff involved	
		Assessment by	
		Assessment date	

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

(L) Likelihood	(S) Severity	Risk Value (L X S)	(RR) Risk Rating	(AP) Action Priority
1 = Improbable	1 = Minor (no time lost)	21 – 25	Very High	A
2 = Unlikely	2 = <3 day injury	16 – 20	High	B
3 = Occasional	3 = >3 day injury	11 – 15	Medium	C
4 = Frequent	4 = Major injury (defined by RIDDOR)	6 – 10	Low	D
5 = Likely	5 = Death	1 – 5	Very Low	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	(S) Severity	Risk Value (L X S)	(RR) Risk Rating	(AP) Action Priority
1 = Improbable	1 = Minor (no time lost)	21 – 25	Very High	A
2 = Unlikely	2 = <3 day injury	16 – 20	High	B
3 = Occasional	3 = >3 day injury	11 – 15	Medium	C
4 = Frequent	4 = Major injury (defined by RIDDOR)	6 – 10	Low	D
5 = Likely	5 = Death	1 – 5	Very Low	E

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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Informacja

برای اطلاع

Za Informacije

Per Informazione

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01234 228759



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