

OUTDOOR EVENTS

Guidance, Useful links and Terms & Conditions



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Welcome

The Council welcomes, encourages and supports safe events at a number of locations in Watford.

Events provide a varied and colourful entertainment calendar throughout the town, open and accessible to all, helping to make Watford a great place to work , live and enjoy.

Events come in every shape and size and while not all topics within this Guide will relate to all events, it provides a wide range of advice and information to help you organise and enjoy your event in Watford.

How to use this guide

This Events Guide is written as a series of notes to help you complete the Event Application Form.

Each numbered Question has a corresponding Supporting Notes section with background information and advice. Look out for these additional tips and information.

If you need help at any stage please call the Events Team, we are on hand to help with any query you might have that will enable you to proceed.

Remember depending on the nature of your event some of the requests on the application form are not applicable, please state that.

Event Sites Map



Event Site Facilities

Event space (name)	Location	Approximate size	Facilities available within the space e.g. utilities, power etc
A	137 - 149 The Parade (north of The Pond)	800m2	2 x 63A 3P+NE Commando 5 x Power Outlet Units consisting of: 3 x 16A 2PE Commando 1 x 32A 2PE Commando
B	97 The Parade to Bentine Lane	530m2	No power sources but events organisers can use approved low noise generators
C	Bentine Lane to Clarendon Road	1750m2	2 x 16A 2PE Commando 2 x 13A Socket Outlets <i>Total supply max 32A</i> <u>Under Exchange Rd Flyover</u> 4 x 13A Socket Outlets
D	Opposite 62 – 68 High Street	85m2	No power sources but events organisers can use approved low noise generators
E	St Mary's Square	75m2	3 x 16A 2PE Commando
G	Triangle area outside 101 – 117 The Parade	90m2	No power sources but events organisers can use approved low noise generators
F	Queens Road (Lord Street to the Subway)	185m2	No power sources but events organisers can use approved low noise generators
H	Library (opposite Town Hall)	560m2	<u>Library Band Stand</u> 2 x 13A Socket Outlets <u>Town Hall Steps</u> 2 x 16A 2PE Commando 240v (Blue) 2 x 16A 2PE Commando 110v (Yellow) 4 x 13A Socket Outlets <i>Total supply max 64A</i>
A1	163 – 185 The Parade	80m2 (two areas)	TBA
I	Cassiobury Park (whole)	0.48km2	Large open space available post 2016 for small to major events
J	Bandstand in Cassiobury Park, available late 2015	2000m2	Electricity to be confirmed
K	Cha Tea Pavilion Cassiobury Park (available summer 2016)	40m2	Indoor room in existing pavilion (contact lease holder)
L	Park Hub Cassiobury Park (available October 2016)	60m2	Indoor facility in new Park building for small scale events and exhibitions, functions.

The Event Process

Step 1

Customer Enquiry

As soon as you have an idea for your Event, please contact the Events Team to check that the date and venue are available. Tel 01923 278333 or email: events@watford.gov.uk

Initial Event Assessment

If the date and venue are available and your event suits the event site

- We will provisionally reserve the date for you
- Ask you to fill in an Events Application Form to give as much information on your Event as possible

There is a cost for holding an event on Council land and the fees are:

	Cassiobury Park	Town Centre
Commercial organisation	£1000 (plus VAT) per day	POA
Religious / non-profit making / registered charity	£570 (VAT exempt) per day	Free
Ground deposit for large event (refundable if no damage to ground)	£500	N/A
School / Residents Association	Free	Free
Event not covered by the above	POA	POA
Fairgrounds, circuses and other commercial operators will be charged at 25% of the commercial rate for all non-operating days including entry and exit from site.		

Step 2

Completing the Events Application Form

The 'Guide to Organising Your Outdoor Event in Watford' is designed to help you to complete the Event Application Form. You can complete your Application Form on-line and email it to events@watford.gov.uk or on paper and return it to Events Team, Community & Customer Services, Town Hall, Watford, WD17 3EX. Fees are also payable at this stage.

Step 3

Events Team assess your Events Application Form

On receiving your Form we will assess your Event Application to determine the suitability and size of your Event.

You will be nominated a case officer who will be your main point of contact throughout the process.

Please note there is a fast track system that exists if your event does not present any risks as identified as part of the pre-screening checklist – the events team can advise you at this stage.



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If your event is not on the fast track depending on the nature of your event the process will be longer up to 12 weeks or up to 52 weeks, you will be advised of this by the case officer.

If an event needs Council services or Council employees to attend on site these costs must also be met by the Event Organiser. We will work with you to identify these costs as early as possible.

To help and support you we may share information on your Event with the **Watford & Three Rivers Safety Advisory Group** (comprising Watford Borough Council: Environmental Health, Licensing, Events Team, Emergency Planning Team; Hertfordshire Highways; Hertfordshire Constabulary; Hertfordshire Fire & Rescue Service and East of England Ambulance Service NHS Trust)

The case officer in the Events Team will keep you informed on any feedback and or may invite you to attend a meeting to resolve any concerns and provide guidance where appropriate.

Step 4

Event Permission Letter

Council permission for the Event will only be given to you in writing when we have received all paperwork needed for the Event. It will include arrangements for collecting/returning any site keys as needed.

All events at the sites listed under Event Site Facilities must be booked through the Events Team

When you are ready to complete your Events application Form please refer to the number Supporting Notes.



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Roles & Responsibilities

Our role

Before your event goes ahead you will need the Council's permission as land owner. Our role in the Events Team is to assess your Event Application and work with you to meet your legal duties as Event Organiser so that your event is a success and is enjoyed by all.

We are happy to meet you on site to discuss your event and help answer any queries.

Other Council/Partner roles

The Events Team is supported by the following Council departments and partner organisations:

Environmental Health & Licensing

Licensing, noise monitoring, food safety standards, health & safety, charity collection permits.

Building & Projects

Electricity & water supply on site. Safety of temporary structures eg. marquees, staging, fire escape provision etc.

Regeneration and Development

Transport & Infrastructure, Road closures, car parking,

Watford Palace Theatre, Watford Colosseum, West Herts College

Happy to support local groups and organisations in developing outdoor arts events. Can help with applying for funding, recruiting artists & makers and creating contracts.

Culture and Play

Provide the lead for all events, co-ordinating, providing advice, responsible for policy, guidance, procedures. Happy to advise local groups and organisations in developing outdoor arts events.

Veolia

Deal with event bookings in parks on behalf of the Council; can provide waste management on site.

See Useful Links for contact details.

Your Role as Event Organiser

As Event Organiser you are legally responsible for the overall management of your event including all the health & safety, licensing and insurance elements. You are responsible for the safety and welfare of everyone at your event which includes staff, volunteers, contractors and the public.

Establish your Team

Identify specific responsibilities for all members of the team to include:

Health & Safety Co-ordination - someone with suitable experience to oversee all health and safety at the event including appointing any contractors for specialist work such as electrics.

Marshal Supervision – responsibility for briefing, co-ordinating and supervising the work of event marshals.



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Communications – promoting your event within the local media, liaising with local residents, local businesses, Watford Borough Council as appropriate, producing promotional material such as posters, leaflets etc.

For events we will need the following from you:

1. A completed **Event Application Form**
2. **Public Liability Insurance Certificates** – for the event itself and also any contractors, performers, suppliers etc that you use from event set up to event take down.
3. **An appropriate Event Management Plan/ Risk Assessments** – etc. see samples on the website.
4. A **Site Plan** – giving the event layout to help our understanding of your event. Please mark out the position of all the intended attractions and facilities including entrance and exit points, circulation routes, vehicle access, temporary structures and the emergency plan. We can provide site maps for you electronically or on paper.
5. **Emergency Procedures** – detailing evacuation procedure, escape routes & fire exits, fire extinguishers, access for emergency services.
6. An **Events Programme** – activities proposed with timings including set up and take down time.
7. A list of **Stallholders/Exhibitors** – with names, addresses, contact numbers and their activity/merchandise.
8. A **Briefing Pack** – for marshals/security staff.
9. **First Aid** provision.

Watford & Three Rivers Safety Advisory Group

The purpose is to offer guidance to help organizers [of large events] meet their responsibilities, to promote and encourage high standards of public safety and wellbeing at events.

The group will consider plans presented by organizers on the safety elements of an event.

- Watford Borough Council:
 - Environmental Health
 - Licensing
 - Events Team
 - Emergency Planning Team
- Hertfordshire Highways
- Hertfordshire Constabulary
- Hertfordshire Fire & Rescue Service and
- East of England Hertfordshire Ambulance NHS Trust

As Event Organiser you may be asked to attend a Safety Advisory Group meeting to discuss elements of your event. The Events Team will advise you on whether this is necessary for your event.

See Useful Links for more information

Attending a Safety Advisory Group meeting is a valuable opportunity to ask advice and learn from past experience



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Planning Your Event

Careful planning is essential to the success of your event

Why

Have a clear purpose for your event and what you want to achieve from it.

Who

Who would you like to attract to your event? Are families your target audience or will it be more specific? Is it for local residents or wider appeal within the region? Knowing this will help you to plan your welfare arrangements such as toilets, first aid, lost children, baby changing, lost property, refreshments and many more!

You must establish the maximum number of people that your event can safely hold. Remember that one particular attraction may draw large numbers of visitors and that attendance is boosted by good weather. Estimate how many people are likely to attend if your event isn't ticketed. Specific arrangements should be made to ensure people with disabilities can safely enjoy the event and have adequate facilities eg. parking, specific viewing areas etc.

What

What type of activities will you offer at your event? Gear your provision to the age profile and size of your audience. Will any activity present specific hazards.

Where

We have several event sites available. Consider which venue best matches your planned activities. Is there easy access? Will you need car parking? Are there any potential hazards such as nearby water or overhead power lines? Is there clear access for emergency services?

How will your event impact on the local community, local business?

When

Seasons, day of the week, time of day can all affect the nature of your event with crowd size, noise, lighting and ease of travel etc. Outdoor events in the UK will always need a contingency plan for the weather! Check the events calendar on the Watford Borough Council website: www.watford.gov.uk to avoid clashing with any other similar or local event.

Give yourself as much time as possible to organise the event. You may need as much as 12 months planning time to gain popular performers, specialist advice, licences or permissions that may be required.

Contingency Plan

Please consider a contingency plan in the event of extreme weather conditions or other issues that could affect your event at short notice such as transport issues, national events etc. Will the event be cancelled or could other arrangements be made? How will you communicate this message?

Can you plan for scenarios such as dealing with a disappointed crowd if the main attraction has not turned up? Marshals play a key role in helping the public at your event.



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Supporting Notes

Notes to help you complete the Events Application Form

There are 15 Questions in the Events Application Form. These Supporting Notes are numbered 1-15 to match each question.

NOTE 1 Event Organiser's Details

Please give as much detail as possible including contact details for key members of your organising team. Tell us about your experience of running events.

NOTE 2 Event Details

We appreciate that events can change in the process of being organised but it is important that you keep in touch with the Events Team and make them aware of any new ideas, changes to your event programme or activities.

Such changes can affect the nature, size and suitability of an event together with the costs involved.

NOTE 3A Activities at your Event

Rides & Attractions

Suppliers must provide you with copies of their:

- * Public Liability Insurance
- * ADIPS or PIPA certificates (see info box below) to prove that the rides are well maintained and fit for purpose.

All inflatables such as bouncy castles must be fully tethered to the ground, as per manufacturer's instructions, at all times, regardless of the weather conditions and use an appropriate anchor. Please do not use the trees, bins, benches etc!

All activities must be supervised at all times and suitably marshalled and or controlled to direct the public away from any hazards such as generators, fans etc.

Car Boot Sales

In general car boot sales are not allowed on Council owned land.

Firework, Laser & Pyrotechnic Displays

Only in exceptional cases where organisers can demonstrate the appropriateness of firework displays and the necessary safety measures are in place will fireworks be permitted.

Special effects and pyrotechnics may present additional hazards and must be carefully planned and a risk assessment carried out. It is important that they are all installed and operated in accordance with the manufacturer's instructions and stored in accordance with approved arrangements. They should be arranged so as to minimise any risk to the public,

performers and staff. Specific warning notices advising the public of the effects to be used must be displayed in appropriate places so that the public can read them.

You must discuss special effects especially lasers, smoke machines, dry ice, pyrotechnics, strobe lighting, fire breathing and fireworks with the Events Team.

Balloon and Lantern Releases

The Council does not allow multi-balloon releases from Council land in Watford on environmental and wildlife protection grounds. This includes bio-degradable latex and foil balloons. Framed sky lanterns may pose a similar hazard and so design and use must be approved in advance.

Licensing & Permissions

If appropriate to the Event, the Event Organiser must ensure that all required permissions and licences are acquired in an appropriate and timely manner including but not necessarily limited to:

- Performing Rights Society licence (PRS) - www.prsformusic.com;
- Phonographic Performance Limited licence (PPL) - www.ppluk.com;
- permission to use the highway from the Highways Authority (from Hertfordshire County Council);
- permission from Watford Borough Council to use the town centre premises licence where relevant
- a Temporary Events Notice (TEN) or time-limited Premises Licence under the Licensing Act 2003 (from Watford Borough Council);
- permission to distribute leaflets, flyers, or other printed material (from Watford Borough Council);
- a street collection permit if collecting any money or selling any items to raise funds for a charitable cause (from Watford Borough Council);
- a street trading consent if selling any items for personal or private gain (from Watford Borough Council);
- a lottery registration if selling any tickets in advance for a raffle or lottery (from the Council which covers the registered office of the society or charity)

The Council holds a licence for the Town Centre. If it is appropriate, the Events Team can grant permission to organisers to benefit from this licence. If the event is to involve alcohol sales, the event organiser will need to put forward a Personal Licence holder to be the Designated Premises Supervisor (DPS) for the duration of the event. The Council will apply to name the DPS on the licence. Once the event has finished, it is recommended that the DPS formally notifies the licensing team that they want to be removed from the licence.

If the event is not able to be held under the Town Centre Premises Licence, then organisers will need to either obtain a Temporary Events Notice (TEN) or their own Premises Licence in order to legally provide licensable activities.

The Licensing Team can advise whether you need a licence depending on the size and nature of your event and guide you through the appropriate process.



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For more information, please contact the Licensing Team by email: licensing@watford.gov.uk or tel: 01923 278476

NOTE 3B Catering

It is your role to ensure that all caterers have been registered by their local authority and they hold current caterers' food hygiene certification.

Catering must be sensibly positioned away from children's activity areas and near to water supplies, waste bins etc. Adequate space should be left between catering facilities to prevent any risk of fire spread.

NOTE 3C Music: Performing Rights

Music

Where necessary, it is expected that the event organiser will employ suitably qualified noise consultants to measure, monitor, control and report noise levels and these will be identified and approved as part of the event management plan. Should it be necessary for the Council to carry out noise monitoring an hourly rate as approved in the Council's fees and charges will be applied. You will also be expected to notify residents and local businesses at least 14 days prior to the event that there will be amplified sound. You must send this letter in advance to the events team so it can be approved before going out to residents and or businesses. Further advice can be sought from the Council's Environmental Health team, email: envhealth@watford.gov.uk or tel: 01923 278503.

Performing Rights Society (PRS)

The Council is obliged to declare all musical performances taking place as part of an event to the Performing Rights Society Ltd. This includes both live and pre-recorded music. We use the information that you provide to help make our annual declaration.

NOTE 4 Promoting Your Event

Planning how to communicate your event well in advance can often be more cost effective. Your event can be added for free to several 'what's on' listings available locally including the Council's website www.watford.gov.uk

Remember that as the number of people expected to attend your event increases, you may need to increase the number of marshals, first aiders, rubbish bins and toilets.

Signage, Banners & Posters

Watford Borough Council does not permit fly posting and will charge Event Organisers for the removal of it. Similarly costs resulting from litter picking event flyers will be recharged.

On site signage must not cause any damage on site or obstructions.



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Outdoor advertisements and signs: a guide for advertisers

No advertising material is to be displayed anywhere on the Site or elsewhere in the Watford Borough Council in relation to the Event unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 or relevant legislation from time to time in force and has been agreed with our Development Management Section whose instructions must be adhered to in all detail.

It is likely that advertisement consent will be required by event organisers who wish to advertise their event by means of banners, flyers, posters or other forms of advertising. It can take up to 8 weeks to obtain advertisement consent, so please allow for this in your event planning processes. Please contact the Development Management Section for guidance on whether or not you need advertisement consent for your advertising; telephone 01923 278293 or e-mail developmentcontrol@watford.gov.uk. Further information can also be found on the Government's online planning resource at www.planningportal.gov.uk.

Please call them for further advice.

NOTE 5 Risk Assessments

Your event must have a detailed risk assessment to cover any activity that could pose a danger or hazard to anyone attending, involved in or in the vicinity of your event. A sample risk assessment is in Useful Links

The following healthy & safety aspects should be considered together with any other issues relevant to your event:

- Emergency plans necessitating site evacuation eg. for fire
- Transport / vehicle management on and around the site
- Temporary electrical installations on site and use of electrical equipment
- Waste management
- First Aid provision

Fire Safety

It is the Event Organiser's role to ensure that a fire safety risk assessment is completed and any preventative or protective measures identified and addressed.

The Fire Authority enforces The Regulatory Reform (Fire Safety) Order 2005 and is able to provide practical advice or if the risk is serious, issue a formal notice. Further guidance available in Useful Links.

Performers

All performers should have their own insurances and risk assessments and the same considerations will apply as for contractors. Where amateur performers are being used, discuss your detailed requirements with them and ensure they will comply with your health and safety rules and event plan.

Contractors

If you are appointing contractors for your event, they should be vetted to ensure they are competent to undertake the tasks required of them.

- Wherever possible personal references should be obtained and followed up.
- Ask contractors for a copy of their safety policy and risk assessments, and satisfy yourself that they will perform the task safely.
- Always ask to see their public liability insurance certificate, which should provide a limit of indemnity of at least £5 million.
- Provide contractors with a copy of your event paperwork and arrange liaison meetings to ensure they will work within your specified parameters.

Accidents

If an accident occurs on site, the names and addresses of witnesses should be obtained, photographs or a sketch map taken and a report made by the organisers. An Accident Report Form should be completed and a copy sent to the Events Team straight after the event. You will need to advise your own insurance company.

Some accidents are reportable by law. While all accidents need to be recorded, some may need to be reported to health & safety officials. For further advice

www.hse.gov.uk/riddor/report.htm

A sample Accident Report Form is in Useful Links

NOTE 6 Insurance

All Event Organisers must have public liability insurance in place for at least **£5million** in respect of one claim. The Event Organiser must ensure that all contractors and performers assisting with the event have the same amount of public liability insurance in their own name. Depending upon the nature of the organisation and the proposed event, other insurances may also be required. These policies must indemnify the Council against any claim arising from the event.

A copy of the Event Organisers policy documents must be given to the Events Team when submitting your Event Application Form. If you make a claim on your insurance you must advise the Events Team.

NOTE 7 Car Parking

Car parking must be properly controlled with trained marshals, leaving clear emergency access. No public parking on grassed areas/open space will be allowed without the prior consent of the Events Team.

If car parking is allowed a risk assessment must be carried out regarding marshalling levels and traffic management.

Public car park spaces can not be guaranteed as part of your event booking. You must also consider the impact your event will have on parking in residential streets and parking for

Blue Badge holders. In the Central area of Watford and many of the surrounding wards Controlled Parking Zones exist.

NOTE 8 Traffic Management & Road Safety

If any part of your event requires Traffic Management on the Public Highway e.g. Temporary Traffic Signals, Pedestrian Management or Road Closures then you must apply to the Highway Authority department at Hertfordshire County Council for approval by contacting them using the following link nm.southwest@hertfordshire.gov.uk. It is advisable to notify the Highway Authority at the earliest opportunity to ensure road space is available. All costs associated with Traffic Management are met by the Event Organisers. Please note that the Highway Authority do not supply Traffic Management.

Where road closures are required you will need to apply for a Temporary Traffic Regulation Order (TTRO). An application for a TTRO can be found at <http://www.hertsdirect.org/services/transtreets/highways/hhonlineservices/trafficorders1/tempro/>.

You are advised to appoint a competent Traffic Management company to assist with the appropriate signage of your event.

Traffic to and from event site

Site traffic access and exits must be carefully located, signed and managed to reduce the risk of a potential accident.

On-site traffic

During event set up vehicle movement must be carefully directed. The Event Organiser must agree at what stage vehicles must clear the area leaving only essential vehicles on site. Any vehicle movement must be overseen by experienced marshals walking in front of the vehicle (including reversing). The speed limit is 5mph and pedestrians on site have right of way.

Only essential vehicle movement will be allowed during your event, and this must be managed by trained marshals and vehicle hazard lights. Such vehicle movement must be included in your risk assessment.

Catering or essential stall holder vehicles must be sited prior to the event opening and not move until such time as deemed safe by the Event Organiser or safety advisor.

Separate signposted entrances should be provided for vehicles and pedestrians with specific arrangements for emergency vehicle access.

Use of access and exit points to the site must in no way impair the use of the rest of the site by the general public. Access times to the site will be agreed with the Events Team or their appointed representative (Veolia) Please consider local residents during your set up and take down and keep noise levels at an acceptable level.

Communicating Traffic Management

Where Traffic Management will have a significant impact on the road network it is the Event Organisers responsibility to advise the public through various channels as appropriate. Where local residents might be particularly adversely affected (e.g. noise, traffic, parking etc) then a letter drop will be required and costs met by the Event Organiser.

NOTE 9 Temporary Structures & Event Equipment

Many events will require temporary structures such as staging, tents, marquees, stalls, feather flags etc.

If your event involves the erection of temporary structures, such as marquees and stalls, it is likely that these structures will need planning permission. It can take up to 8 weeks to obtain planning permission, so please allow for this in your planning processes. Please contact the Development Management Section for guidance on the planning implications of your proposals; telephone 01923 278293 or e-mail developmentcontrol@watford.gov.uk. Further information can also be found on the Government's online planning resource at www.planningportal.gov.uk.

Decide where this equipment is to be obtained, who will erect it and what safety checks will be required.

Temporary structures should only be obtained from experienced suppliers. The location of any structures that require stakes or peg anchorage in the ground must be agreed with the Events Team and clearly identified on the site plan.

The Parade in Watford High Street is classified as public highway and if you wish to place temporary structures the following guidelines apply to request permission. Its important to avoid any clashes with other events or programmed construction works. Note, no stakes or pegs can be placed in the ground along the Parade.

The table below indicates the time frame should you should be notifying the Herts County Council for Events, at the earliest opportunity by emailing the Event details to [NM.SouthWest@hertfordshire.gov.uk](mailto:NMSouthWest@hertfordshire.gov.uk)

- For Events held on the Highway or likely to impact the Highway with a duration of 11 or more days then the Highway Authority will require 3 months notification.
- For Events held on the Highway or likely to impact the Highway with a duration of between 4 and 10 days then 10 working days notification is required.
- For Events held on the Highway or likely to impact the Highway with a duration of between 1 and 3 days then 3 working days notification is required.

It is advisable to notify the Highway Authority at the earliest opportunity to ensure road space is booked.

Marquees

The security of all marquees and equipment is the responsibility of the Event Organiser. The lifting equipment used to erect the marquees shall be certified with a copy of the certificate

produced for inspection. Organisers are advised to consult their contracts and insurance should be taken out to cover the hire of equipment from private sources.

Gazebos

Domestic gazebos are often not suitable for use at a public event and can pose a safety risk in the event of high winds or proximity to fire risks such as barbecues.

Guy Ropes

All guy ropes and ground pegs must be clearly marked with hazard tape or similar hi-visible material to minimise trip hazards.

Barriers

Appropriate and industry recommended barriers must be used to protect the public against specific hazards such as moving machinery, generators, barbecues, vehicles, crowd control in front of staging etc.

Crowd control

The type of event and the numbers attending will determine the measures needed. Consideration will need to be given to the number and positioning of barriers, and the provision of a public address system.

Emergency exits must be clearly signposted and kept clear at all times.

NOTE 10 Toilets

It is essential that you provide an adequate number of toilets at your event, all of which must have hand wash facilities. The use of urinals as well as cubicle toilets should be considered where alcohol consumption is expected.

Please do not rely on existing toilet facilities on site as unfortunately they can be subject to closure at short notice.

The Health & Safety Executive "The Event Safety Guide: A Guide to Health, Safety & Welfare at Music and Similar Events (1999) advice for temporary toilets at events:

NOTE 11 Litter & Waste

You are responsible for keeping the site clean and tidy for the duration of your event and must make arrangements for the litter to be removed from the site afterwards. This includes any litter escaping the boundaries of the site. Failure to leave the site and boundaries as found will incur cleaning costs which will incur an after event charge.

For advice and a quote on bins please contact Veolia on tel 0203 567 6900 or email enquiries.watford@veolia.co.uk.

Other waste companies may quote for bin provision but all waste collected, stored and transferred should be in accordance with Section 34, Environmental Protection Act 1990.

Please recycle waste where possible; events with more than 100 people should also have recycling bins on site.

NOTE 12 Electricity, Water & Gas

The site information details what facilities are available at each site. Where electricity, gas or water is to be used, detailed arrangements must be made to ensure the facilities are safe.

The Event Organiser will be expected to produce evidence of the correct electrical inspection and testing of portable appliances and any installed distribution system.

Appropriate certification may include PAT Certificates and Completion Certificates.

Failure to provide the correct certification may result in disconnection or removal from site.

- Residual current circuit breakers must be used and if possible the power supply stepped down to 110volts.
- Electrical sockets and cabling should be fit for purpose and designed for the environment that they are to be used in
- All cables will have to be safely channelled and covered with matting, preformed cable protectors or raised above the audience to eliminate any electrical and tripping hazards.
- Potential hazards due to extreme weather should not be overlooked at outside events.
- Portable gas supplies for cooking should be kept to a minimum in designated areas away from the general public.
- The same should apply to any fuel supplies items such as portable generators etc. Generators should be suitably fenced or barriers used to prevent public access.
- If the LPG is to be used then a current safety certificate must be provided.
- Silent generators should be used and preferably diesel fuel only.

All these arrangements should be clearly shown on the site plan.

NOTE 13 First Aid

You need to carry out a medical risk assessment taking into account the numbers, age groups and activities involved in your event. First aiders, ambulances etc should be arranged accordingly. Please do not rely on any potential first aid cover that already exists for other activities on site to cover your event.

The Health & Safety Executive Event Safety Guide recommends:

- All events should have no fewer than 2 first aiders.
- Events with no special risks needs 2 First Aiders for every 1,000 people attending (up to 3,000 people).

You must ensure adequate signage and information on location of first aid facilities is available to all who attend your event.

NOTE 14 Marshals & Security

Marshals must be trained and fully briefed on all aspects of the event including crowd control and emergency arrangements. Written instructions, site plans and checklists should be provided to them in a briefing pack.

It is important that marshals can be easily identified by the public and that they can effectively communicate with each other, their supervisor, the person responsible for health and safety, security staff and the Event Organiser. Where radios are to be used, provide a list of channels to be used for different communications.

Marshals may be required to guide vehicles, clear emergency exits, and work with security staff to tackle any behavioural problems. For this reason marshals should not be used for add-on roles such as collecting entry fees/donations etc.

Marshals will need to be adequately trained, wear hi-visibility vests and may need other kit such as torches. At all-day events, duty rotas will be required.

Security

Depending upon the nature of the event, specific paid security officers may be needed, all of whom must be Security Industry Association (SIA) registered. Names and SIA registration numbers must be supplied to the Events Team before the event.

Cash collection should be planned to ensure this is kept to a minimum at collection points and that regular collections are made to a secure area. Event staff collecting cash may require money belts or other carrying facilities.

A small laminated site map (with key contacts on the back) can be clipped to a lanyard for event staff

Money counting and banking arrangements should be given careful consideration

NOTE 15 Lost and Found Children

Found Children Procedure:

It is the responsibility of the Event Organiser to make arrangements for dealing with lost children. A clearly advertised collection point must be set up on site, out of public site, and staffed by people who are Disclosure and Barring Service Certificate (DBS) checked. This should form part of your overall risk assessment for the event.

Ensure that lost children are not left in the sole care of a single worker. If there is a children's area on site, this will be the best place for the care of lost children. In some circumstances it may be necessary to make an announcement over the PA system. Take care to ensure that announcements do not refer to children specifically or give personal details, descriptions or names.

The parent's or guardian's name, address, signature and proof of identity should also be obtained and recorded as well as the child's name and date of birth.

Once a child has been reunited with their parent or guardian, inform marshals and the Police immediately if they have been involved. If a child is not collected within 30 minutes then the Police must be informed and advice sought. The Events Team would appreciate notification out of courtesy.

If Multiple hires are being planned eg around coaching activities, then the event organiser's should have a safeguarding /children's/Vulnerable adults policy or safeguarding statement as appropriate covering DBS, training and reporting disclosures

Missing Child Procedure

If a missing child report is made to stewards then they should contact the lost children point to ascertain whether the child is there.

If the child is there then parents/guardians should be directed or escorted directly to the lost children point to verify their identity and collect the child.

If the child is not there then parents/guardians should be directed to the lost children point give essential details and a description of the child.

Details of the missing child should then be forwarded to event control.

Event Control should then issue a message to all Police/stewards so that they can remain vigilant. No details of the lost child should be relayed over the PA system.

If a child is not found within 30 minutes then the Police must be informed and advice sought. The Events Team must also be advised.

Useful Links

Useful Contacts

Watford Borough Council

Events Team

01923 278333

events@watford.gov.uk

Environmental Health & Licensing

01923 278503

licensing@watford.gov.uk

envhealth@watford.gov.uk

Development Management Section (eg for Planning consent)

01923 278293

Regeneration and Development

01923 278079

Veolia Environmental Services

0203 567 6900 enquiries.watford@veolia.co.uk

Emergency Services

Hertfordshire Police

<http://www.herts.police.uk/>

Hertfordshire Fire & Rescue

<http://www.hertsdirect.org/services/commsafe/commprotect/hfrs/>

Hertfordshire County Council - Highways

<http://www.hertsdirect.org/services/transtreets/highways/>

Health & Safety Executive

www.hse.gov.uk

PIPA Inflatable Play Inspection Scheme

www.pipa.org.uk

Showmen's Guild

www.showmensguild.co.uk



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Reference Material

Event Safety Guide

The Purple Guide to Health, Safety and Welfare at Music and other events

<http://www.thepurpleguide.co.uk/>

The Good Practice Safety Guide

For small and sporting events taking place on the highway, roads and public places.

www.homeoffice.gov.uk/publications/police/operational-policing/event-safety-guide?view=Standard&pubID=818935

Fire Safety Risk Assessment – Open Air Events and Venues

www.communities.gov.uk/publications/fire/firesafetyassessment

Fire Safety Risk Assessment - Small and medium places of assembly

www.communities.gov.uk/publications/fire/firesafetyrisk7

HSE Guide Electrical Safety for Entertainers

www.hse.gov.uk/pubns/indg247.pdf.

Small Event Safety Advisory Guide

www.conwy.gov.uk/upload/public/attachments/433/smalleventsafetyguide.pdf

Safety Advisory Groups and Event Planning

www.cieh.org/policy/safety_advisory_groups_and_event_planning.html

National Outdoor Events Association

www.noea.org.uk/

Licensing Act 2003

www.legislation.gov.uk/ukpga/2003/17/contents

Government Dept Culture, Media & Sport - alcohol and entertainment

www.culture.gov.uk/what_we_do/alcohol_and_entertainment/default.aspx

Food Standards Agency – a guide to food safety legislation

www.food.gov.uk

HSE Managing Crowds Safely

www.hse.gov.uk/pubns/books/hsg154.htm

Reporting of serious accidents

www.hse.gov.uk/riddor/report.htm

Watford Borough Council Park Byelaws

<http://www.watford.gov.uk/ccm/content/leisure-and-community/public-park-byelaws.en>

Useful forms

Event Risk Assessment Guidance and Form

A full risk assessment should be carried out for all events. This will be a legal requirement in many circumstances. The following guidance should aid you in carrying out your risk assessments. A form to record your findings has also been provided.

Identifying the hazards

All hazards should be identified including those relating to the individual activities and any equipment.

A hazard is something with the potential to cause harm. Only note hazards which could result in significant harm. The following should be taken into account:

- Any slipping, tripping or falling hazards
- Hazards relating to fire risks or fire evacuation procedures
- Any chemicals or other substances hazardous to health eg. dust or fumes
- Moving parts of machinery
- Any vehicles on site
- Electrical safety eg. use of any portable electrical appliances
- Gas
- Manual handling activities
- High noise levels
- Poor lighting, heating or ventilation
- Any possible risk from specific demonstrations or activities
- Crowd intensity and pinch points

This list is by no means exhaustive and care should be taken to identify any other hazards associated with the activities at the event.

Identifying those at risk

For each hazard identified, list all those who may be affected. Do not list individuals by name, just list groups of people. The following should be taken into account:

- Marshals
- Employees
- Volunteers
- Contractors
- Vendors, exhibitors and performers
- Members of the public
- Disabled people
- Children and older people
- Potential trespassers
- Expectant mothers
- Local residents

Areas to consider

The following are examples of areas to consider:

- Type of event
- Potential major incidents
- Site hazards including car parks
- Types of attendees such as children, older people and disabled people
- Crowd control, capacity, access and egress and marshalling
- Provision for the emergency services
- Provision of first aid
- Provision of facilities
- Fire, security and cash collection
- Health and safety issues
- Exhibitors and demonstrations
- Amusements and attractions
- Structures
- Waste management

Assessing the risk

The extent of the risk arising from the hazards identified must be evaluated and existing control measures taken into account. The risk is the likelihood of the harm arising from the hazard. You should list the existing controls and assess whether or not any further controls are required. The following should be taken into account:

- Any information, instruction and training regarding the event and the activities involved
- Compliance with legislative standards, codes of good practice and British Standards
- Whether or not the existing controls have reduced the risk as far as is reasonably practicable

Further action necessary to control the risk

Classify risks into high, medium and low. Examples of risks falling into these categories are as follows:

High	An unsecured inflatable being used in adverse weather conditions by young children.
Medium	A display of animals in a roped off arena.
Low	A mime artist performing amongst the crowd.

For each risk consider whether or not it can be eliminated completely. If it cannot, then decide what must be done to reduce it to an acceptable level. Only use personal protective equipment as a last resort when there is nothing else you can reasonably do. Consider the following:

- Removal of the hazard
- Preventing access to the hazard eg. by guarding dangerous parts of machinery
- Implement procedures to reduce exposure to the hazard
- The use of personal protective equipment
- Find a substitute for that activity/machine etc.

Record the risk assessment findings

Use the attached Risk Assessment Form to record all significant hazards, the nature and extent of the risks, and the action required to control them. Keep this for future reference or use. You could also refer to other documents you may have, such as manuals, codes of practice etc.

RISK ASSESSMENT TEMPLATE

Event	Date of event
Venue	Organiser

Hazards identified	Persons at risk	Risk factor (high, medium, low)	Measures required to control the risk	Action to be taken by (name)	Date completed and signature
<i>Litter – tripping hazard, contamination etc.</i>	<i>All</i>	<i>L</i>	<i>Regular litter picks Provision of litter bags around area</i>	<i>Designated litter pickers</i>	
<i>Congestion and overcrowding – injuries due to lack of crowd control</i>	<i>All</i>	<i>M</i>	<i>Event layout planned to avoid pinch points and congestion and to allow a circular movement of human traffic flow around the site. Stewards to continuously monitor</i>	<i>Event Safety Officer Marshals</i>	
<i>Vehicle movement on site</i>	<i>All</i>	<i>H</i>	<i>Vehicle movement restricted – no vehicle movement during event opening hours 10am to 4pm. Any emergency vehicle movement during this time will be escorted on and off site by a trained banksman wearing hi-vis jacket.</i>	<i>Event Organiser Marshals Other staff</i>	

Name of assessor (printed)	
Signature	Date

SAFETY INSPECTION CHECKLIST

Before, during and after the event

Walk through safety inspections should be carried out immediately prior to, during and after the event. More than one inspection may be needed during the event. Using this form, note all defects and also the remedial action taken. This is not an exhaustive list and care should be taken to identify any other hazards associated with the activities at the event.

<u>PRIOR TO THE EVENT START</u>	Yes	No	N/A
Site access/egress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are entrances/exits clear?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are staff/marshals in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can emergency vehicles gain access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are pedestrians segregated from vehicles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are security precautions in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have adequate signs been provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site condition			
Are permanent fixtures in good conditions eg seats, fencing, signage etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is site free from tripping hazards eg cables, potholes, footpath defects etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have current weather conditions created new hazards to be addressed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attractions/activities/structures			
Have all structures been completed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all structures been inspected and approved by a competent person where required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all activities/attractions sited correctly and checked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all activities/attractions supplied evidence of insurance and health & safety requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all potentially hazardous activities segregated and/or fenced as required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have temporary decorations been installed correctly and checked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have any unanticipated hazards been introduced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Event provisions			
Are marshals in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is lighting in place where required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is fire fighting equipment in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is signage adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have electrical supplies/equipment been checked/certified?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have toilets been provided where required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are first aid facilities in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is control centre in place and public address system working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are adequate waste bins in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Notes:

Name of inspector:

Date & time of inspection:

<u>DURING THE EVENT</u>	Yes	No	N/A
Site access/egress			
Are entrances/exits clear?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are staff/marshals in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can emergency vehicles gain access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are pedestrians segregated from vehicles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are security precautions in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have adequate signs been provided?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Site condition			
Are permanent fixtures in good conditions eg seats, fencing, signage etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is site free from tripping hazards eg cables, potholes, footpath defects etc?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have current weather conditions created new hazards to be addressed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attractions/activities/structures			
Are all structures still safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all activities/attractions still safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are all potentially hazardous activities segregated and/or fenced as required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are temporary decorations still safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have any unanticipated hazards been introduced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Event provisions			
Are marshals still in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is lighting in place where required?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is fire fighting equipment still in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are electrical supplies/equipment still safe behind barriers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are toilets clean and facilities still available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are first aid facilities still in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the public address system working?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do the waste bins require replacing/emptying?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes:			
Name of inspector:			
Date & time of inspection:			

<u>AFTER THE EVENT</u>	Yes	No	N/A
Have all the public gone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhibitors/attractions			
Have all attractions been dismantled and removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all exhibitors vacated the venue?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all vehicles left the venue?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporary Facilities			
Has all equipment been dismantled and removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all structures been dismantled and removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have temporary markers such as stakes, ropes, flags etc been removed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have any holes/trenches etc been made good?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all temporary electric installations been isolated and made safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste collection			
Has all waste been collected satisfactorily?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has all waste been removed from the site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Have all residue fire hazards been checked eg fireworks, bonfires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Venue condition			
Has any damage to permanent facilities, buildings or the ground been reported?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has any damage been found during inspections?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Notes:			
Name of inspector:			
Date & time of inspection:			

ACCIDENT REPORT FORM

Event name	
Event organiser	
Event venue	
Event date	

Injured person

Name	
Address	
Postcode	
Date of birth	
The person is	<input type="checkbox"/> An employee <input type="checkbox"/> A volunteer <input type="checkbox"/> An exhibitor <input type="checkbox"/> A contractor <input type="checkbox"/> A member of the public <input type="checkbox"/> Other (please state)
Details of personal injury (if applicable i.e. specific left or right side, loss, damage etc)	

Details of accident/incident

Date/time of accident/incident	
Circumstances of accident/incident	
Location of accident/incident	
Date/time reported	
Reported to HSE /RIDDOR if appropriate	
Person reported to	
Details recorded in accident/incident book?	<input type="checkbox"/> Yes <input type="checkbox"/> No

LOST CHILD AND VULNERABLE ADULTS REPORTING FORM

Event name	
Event venue	
Event date	

Person details

Child/adults name and age	
Male/Female	
Eye and hair colour	
Ethnic classification	
Clothing (colour/pattern)	
Parent/guardian/carer name	
Has child /adult any special requirements?	

Lost/found details

Time lost/found	
Location lost/found	
Name of marshal dealing	
Time child/adult handed over to the lost child/adult point	
Details of adult handling over child/adult	
Time Police Control Unit informed	
Any other information	

Renunion

Time child/adult reunited with parent/guardian/carer
--

Parent/guardian/carer details

Name	
Address	
Postcode	
Telephone	
ID provided	
Signature	

Reunion witnessed by

Name	
Address	
Postcode	
Telephone	
This is to certify that the child or vulnerable adult named above has been re-united with parent/guardian/carer in a safe manner	
Signature	

Signature of marshal/lost child and vulnerable adult officer

--

Terms & Conditions

DEFINITIONS

The Council: Watford Borough Council

Contracted Partner Organisation: Veolia

Events Team: the Council team responsible for processing applications and granting permission for Events.

Council Representative: a person or persons either appointed by the Events Team to oversee the Event or a person(s) carrying out a statutory function.

The Event Organiser: the person or organisation authorised to carry out an Event on Council land.

Agreement: written authority from the Council to use Council land for the purposes of an Event incorporating these Terms & Conditions, the permission letter and any other terms advised to the Event Organiser.

Authorisation: any licence, permit, consent, notice, permission, certificate, registration or other such formal document which the Council has the power to issue in order to allow an activity to legally take place.

Concessionaire: a person or organisation granted a concession to operate a business or sell a product on the site.

Event: a show, festival, fair, circus, music, dance, sport, art/cultural event or function of a like nature permitted to be held on Council controlled land.

Event Period: the duration of the agreed Event.

Set Up/Take Down: a period of time either side of the Event Period for the construction and dismantling of equipment associated with the Event.

Site: the area designated by the Council for the Event and, if appropriate, Concessionaire trading vehicles

Event Organiser Representative: a person appointed by the Event Organiser to assume day to day responsibilities associated with the Event.

Competent Person: a suitably trained and experienced person or persons appointed to help the Event Organiser or Concessionaire comply with his duties under Health and Safety law and associated legislation.

Fees: means the charges payable to the Council by the Event Organiser.

1. GENERAL

1.1 A copy of this Agreement (including Event permission letter) must be produced on demand to the Council or Council Representative, and if not so produced the Council or Council Representative reserves the right to immediately stop the Event and, where applicable, prohibit further trading and require removal of any Concessionaire's vehicle from the Site.

1.2 The Event Organiser shall not be entitled to assign (in part or in whole) the benefit of this Agreement to any third party.

1.3 The Event Organiser may, with the consent of the Council, sublicense any part or parts of the rights under this Agreement but without releasing the Event Organiser from the Event Organiser's obligations to pay the fee and observe and perform the obligations, covenants and conditions contained in this Agreement, and provided that:

(a) The Event Organiser shall not sub-contract (in part or in whole) any of the benefits of the Agreement without the written consent of the Council; such consent shall not be unreasonably withheld or delayed.

(b) Every permitted sub-contract shall contain provisions, approved by the Council, imposing the same obligations as are contained in the clauses of this Agreement.

1.4 The Council will be entitled to terminate this Agreement by notice in writing and or email having immediate effect upon the Event Organiser's failure to comply with any of the conditions or criteria herein.

1.5 No variation by way of addition, omission or amendment to these conditions shall be accepted unless agreed in writing by the Council Representative. The Council reserves the right to vary, alter, amend or add to the provisions contained in this Agreement.

1.6 The Council reserves the right to require that the Event Organiser, any Concessionaire or anyone involved in the running of the Event provide up to date Disclosure and Barring Service (DBS) checks if, in the opinion of the Council, they may have substantial unsupervised access to children.

1.7 Failure by the Council at any time to enforce the provisions of this Agreement or to require performance of any of the provisions of this Agreement shall not be construed as a waiver of the Council's right to enforce the provision or as creating an enforceable right or expectation upon which a person can rely and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision contained in the Agreement.



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1.8 A reference in this Agreement to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or replaced by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

FEES

1.9 The Fee payable for the use of the Site is that notified to the Events Organiser by the Council or Contracted Partner Organisation.

1.10 Fees are payable directly to the Council or Contracted Partner Organisation. These will be paid in advance of any event and as detailed in the approval letter.

1.11 An invoice will be sent so payment can be made by BACS where possible. If not cheques should be made payable to Watford Borough Council or Contracted Partner Organisation as identified on the invoice.

1.12 Any Fees not paid by the date specified on the invoice will result in refusal of the booking or, if an Agreement has already been granted, the immediate termination of the Agreement.

ACCOUNTS

1.13 If Council funding is allocated, the Events Team may require to see a detailed profit and loss account relating to the Event held and Event Organisers are advised to keep detailed accounts.

CANCELLATIONS

1.14 The Council reserves the right to refuse any application for the hiring of the Site without being required to give reasons for such refusal.

1.15 The Council reserves the right to withdraw permission to use the Site. However, if the Council withdraws permission due to circumstances outside the Event Organisers control the Council or Contracted Partner Organisation will repay any deposits paid but shall be under no liability for expense incurred or loss sustained by the Event Organiser as a result of the cancellation by the Council. If the Council has to cancel an event due to Event Organiser's actions or non-compliance then all Fees paid will be non-refundable and any additional expenses incurred by the Council or Contracted Partner Organisation will be payable by the Event Organiser.

1.16 Cancellation of a confirmed booking must be in writing from the Event Organiser no less than 28 days before and the effective date of the cancellation will be the receipt of such information by the Event Team.

1.17 On cancellation of the booking less than 28 days before the Event the Event Organiser shall be liable to the Council or Contracted Partner Organisation for the whole of the Fees together with any additional expenses incurred by the Council or Contracted Partner Organisation.

CHANGES TO THE EVENT

1.18 Substitution or amendments of the booking must be notified in writing to the Events Team who reserve the right either to cancel the booking or amend the Fees charges as they consider appropriate. In the event of such cancellation, the Event Organiser shall be liable as stated in clauses 1.15 and 1.16 above, whichever is applicable.

1.19 The Council or Contracted Partner Organisation accepts no responsibility for the non-arrival by the required time of application forms, remittances or cancellations.

1.20 The Council shall have the right to cancel any booking forthwith in the event that the Site is affected by an emergency of any kind. The Council will consider refunding part or all of any Fees paid and the amount of any refund shall be at the Council's sole discretion.

1.21 The Council reserves the right to vary the conditions of the Agreement between the Council and the Event Organiser at any time with 7 days notice. The Event Organiser may, within 7 days of receipt of such notice, terminate this Agreement. However, if the Agreement is not terminated any variations so made shall be deemed to be incorporated into the Agreement.

1.21.1 The Council reserves the right to cancel an event at any time before or during the event if the event has the potential to damage the reputation of the Council or is presenting a significant risk to the safety of the public, has public disorder issues and we are acting in the best interests of public safety.

FREEDOM OF INFORMATION

1.22 The Event Organiser agrees and consents to the Council providing and disclosing confidential information relating to the Event where such disclosure is necessary in order for the Council to discharge its obligations under the Freedom of Information Act 2000. FOIA)

1.23 The Event Organiser acknowledges that the decision as to whether or not any exemption applies to a request for disclosure made under FOIA is a decision solely for the Council.

1.24 Where the Council is managing a request for disclosure of information pursuant to FOIA, the Event Organiser will liaise with the Council and will respond to any request by the Council within the timescale requested.



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SUBCONTRACTORS

1.25 Where the Event Organiser engages a sub-contractor pursuant to the terms of this Agreement, the Event Organiser shall procure from such sub-contractor an undertaking to comply with the obligations of this clause in a form approved by the Council.

1.26 The Council or Contracted Partner Organisation reserves the right to refuse admission to or evict any person from the Site.

2. USE OF SITE

2.1 This Agreement is granted solely for the agreed Site for the purpose of the approved Event. No other use of the land is allowed whatsoever unless with prior written permission of the Council.

2.2 This Agreement does not create any interest in land and the Council shall retain possession and control of the Site at all times.

2.3 Council Representatives are empowered at all times to instruct the Event Organiser to comply with the Agreement conditions and reserve the right to terminate the Event with immediate effect if any of the Terms and Conditions of this Agreement are breached.

2.4 The Event is to be undertaken exclusively at the Event Organiser's expense. The Council will not contribute financially unless prior written approval has been given.

2.5 Any proposed entrance fees must be identified on the application form and be agreed in advance of the Event by the Council Representative.

2.6 Permission to enter the Site gives no right to occupy the land permanently. Entry to and use of the Site is strictly limited to the dates and times approved by the Council.

2.7 Vehicular access, if granted, should only be on the routes detailed on the Site Plan attached to the Agreement. Requests for vehicular access should be on a plan which should be attached to the Event Application Form. Site traffic movements and numbers must be kept to a minimum at all times. The maximum speed limit is 5mph.

2.8 Specific permission is required for any fencing, structures or other works to be carried out on the Site. Such works are to be of a strictly temporary nature and must be removed to the satisfaction of the Council Representative prior to the expiry of the Agreement, and must not cause long-term damage to the Site.

2.9 Temporary generators must be installed and operated by a Competent Person. Due regard should be given to electrical safety, correct siting of the generator and safe storage of fuel. Unless otherwise agreed beforehand, generators must not be operated between 22.00 hrs and 07.00 hrs.

2.10 The Event Organiser may be permitted to use (subject to availability) electrical power from the Council's provision on the Site. The temporary electrical installation and distribution must be carried out by a Competent Person.

2.11 The Event Organiser may be permitted to use (subject to availability) water from the Council's provision on the Site. However, this may not be wholesome water and separate arrangements should be made for drinking water supplies.

2.12 No damage or alteration to the Site will be permitted. The Event Organiser will be held responsible for any damage occurring on the Site, howsoever caused. A security deposit against damage may be required for certain events. This will be confirmed in the Event Booking Letter.

2.13 The Event Organiser will reimburse the Council or Contracted Partner Organisation for the cost of reinstatement repairs where any damage to the Site or adjacent property is caused by the Event. Where considered necessary by the Council Representative, a pre and post Event inspection of the Site will be made and undertaken with the Event Organiser.

2.14 The Event Organiser must ensure that no diesel, oil, petrol or chemical waste is spilt or deposited on the site. Drip trays must be provided where there is a potential risk.

LITTER & WASTE DISPOSAL

2.15 The Event Organiser will undertake all the litter clearance on Site and any surrounding area designated by the Council Representative at his own cost. This must be carried out at least on a daily basis. If the Site needs to be cleaned after the Event any costs incurred by the Council or Contracted Partner Organisation will be invoiced to the Event Organiser as soon as possible thereafter.

2.16 Waste water must not be emptied directly onto the Site itself, nor into any ditches or the drains. Suitable containers and plumbing facilities for the correct disposal of all waste water must be provided by the Event Organiser.

MARSHALS

2.17 The Event Organiser must ensure at all times, during the Event, from the set up to the take down period, that the access/gate to the Site is locked and the keys are controlled by a marshal. If the access/gate are not locked, the gate must be controlled by a Competent Person who will ensure that no unauthorised vehicles or persons enter the Site.



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2.18 Marshals will be on Site on a 24 hour basis where appropriate, provision of suitable marshals remains the responsibility of the Event Organiser. If unauthorised access is gained to the Site during the Event Organiser's period of occupation, then any future applications to hold an Event on Council land may be refused.

2.19 The Event Organiser will be responsible for the cost of damage caused by unauthorised entry, for any costs associated with the removal of illegal vehicles or persons and for any costs incurred by the Council or Contracted Partner Organisation due to failure to provide adequate staffing arrangements.

OVERNIGHT CAMPING

2.20 It is Council policy not to allow overnight camping/sleeping on any of the Council's parks and open spaces. This policy may be waived under special circumstances but only with prior written from the Events Team.

2.21 Where approval is given any caravans brought on Site must be screened from public view.

WORKS TO BUILDING OR SERVICES

2.22 No Event Organiser is to carry out or permit any works to extend, modify or adapt any of the services (water, gas, electricity, heating, drainage, etc) in connection with any event, or to carry out or permit any building works or the affixing of signs, notices, display fittings to buildings or grounds. Any such work must be agreed with and be carried out by the Council and the costs of such works will be charged to the Event Organiser. Any proposals must be clearly identified with the event application in order for the Council to properly assess the implications and whether or not we can grant permission for the Event.

2.23 The Council Representative reserves the right, without prior notification to the Event Organiser, to enter the Site at any time to ensure that the terms of the Agreement are being complied with.

2.24 The Council reserves the right to require the immediate removal from the Site of any commercial operations or other activities not previously agreed.

2.25 The Council reserves the right to grant permission for the use of land in the vicinity of or adjacent to the site for the whole or part of the duration of the Event to other people organising events.

2.26 The Event Organiser must comply with any relevant legislation that applies to the Site, as well as any special conditions imposed by the Council that apply to the Event itself.

2.27 These Terms and Conditions apply to the entire Event Period, in addition to the set up and take down days of the Event.

CAR PARKING

2.28 No public car parking is permitted except with the prior agreement of the Council. Charges will be incurred by the Event Organiser if vehicles remain on site outside of the timeframe agreed by the Council.

PROPERTY

2.29 The property of the Event Organiser, Concessionaire or agents must be removed at the end of the period of hire or by a time and date to be agreed with the Events Team.

2.30 The Council or Contracted Partner Organisation accepts no responsibility for any property left on the Site before, during or after the hire period.

2.31 The Council or Contracted Partner Organisation may remove and store any property that is left by the Event Organiser in or upon the Site after the period of hire. The Event Organiser shall repay to the Council or Contracted Partner Organisation on demand the costs of such removal and storage. The Council is entitled to remove and sell in such a manner as it thinks fit any property left at the venue as a result of the hiring if not claimed within 28 days. The proceeds of sale shall be the Council's.

LIGHTING

2.32 The Event Organiser agrees that where the Site is to be used in the dark then he will provide appropriate lighting to cover all areas to which the public are admitted or have access. This includes the provision of emergency lighting.

ATTENDANCE NUMBERS

2.33 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

ANIMALS

2.34 This Agreement does not authorise performing animals on Council land, but the Events Team may approve some Events involving animals e.g. petting zoos.

2.35 The Agreement does not authorise any live creature (eg. Goldfish) to be given away as prizes in games, raffles or draws.

USE OF VEHICLES ON SITE

2.36 Any motorised activities (including but not limited to Quad bikes, Go-Karts and other such driving activities) are prohibited unless special permission is granted by the Events Team.



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2.37 If motorised activities are permitted, these must operate on matting or flooring and not directly on grassed areas. When marking out on grassed areas of the Site a water based soluble marker must be used, and for hard standing/ tarmac areas adhesive tape of some kind must be used.

RADIO COMMUNICATION

2.38 If radios are to be used on site then precise details of the arrangements must be given to the Events Team. Consideration must also be given to other users of radio frequencies in the area of controlled display.

FIRES

2.39 Open fires are not permitted in the Council's parks and open spaces.

3. NUISANCE

3.1 No nuisance of any kind (eg. noise, litter, parking etc) is to be caused to adjoining occupiers of the Site or other members of the public.

NOISE

3.2 'If a public address system or any system for the amplification of music is used the Event organiser must agree the design, set up and power of the system with the Council 28 days prior to the event set up taking place. Additionally the Event Organiser must notify as appropriate local residents, local businesses and ward councillors via a letter drop, area to be agreed with the Council, at least 14 days prior to the set up for the event commencing. The contents of the letter to be agreed with the Council.'

3.3 it is expected that the event organiser will employ suitably qualified noise consultants to measure, monitor, control and report noise levels and these will be identified and approved as part of the event management plan

3.4 If, in the opinion of the Council Representative, the sound level is considered too high, the Council Representative will ask the Event Organiser to lower the sound level. The Council representative reserves the right to close the Event if this request is not adhered to.

3.5 In the event of a Council Representative being called out as a result of a problem or issue relating to their Event, the Event Organiser will be required to reimburse the Council for all costs incurred.

3.6 Where a Council Representative attends as per clause 3.5 above the Event Organiser must take immediate measures to comply with any instructions given.

MATERIALS ON SITE

3.7 The Event Organiser must ensure that no gravel, earth, straw or other substances are deposited on the Site without the prior consent of the Council.

3.8 Any materials agreed to be on site must be cleared up as per instructions and without delay.

PROMOTIONAL MATERIAL

3.9 No advertising material is to be displayed anywhere on the Site or elsewhere in the Borough in relation to the Event unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992 or relevant legislation from time to time in force. Highways advertising must be agreed with the Council's Regeneration and Development Section and advertising within parks and open spaces must be agreed with Veolia whose instructions must be adhered to in all detail.

COMPLAINTS

3.10 Where the Council or Contracted Partner Organisation receive complaints about an Event, the Event Organiser will be responsible for dealing with the issue in a prompt and efficient manner. This may include replying in writing to the complainant, if deemed necessary by the Council Representative.

4. HEALTH & SAFETY (AND PUBLIC SAFETY)

4.1 The Event Organiser is responsible for and must ensure that the Event is organised in a responsible manner and that adequate Health and Safety arrangements, including First Aid facilities and adequate protection for participants, are put in place to safeguard all persons working at or attending the Event.

4.2 The Event Organiser must conform to the Health and Safety at Work Act 1974, all relevant legislation, and Health and Safety Executive Guidance from time to time in force.

RISK ASSESSMENTS

4.3 The Event Organiser must supply an Event Management Plan appropriate to the Event.

TOILETS

4.4 The Event Organiser must provide toilet provision for staff and expected audience of a suitable quantity and type as required by the Council. It should be noted that if Council toilets are on Site, it cannot be guaranteed that these will be made available for the Event.

EVENT PLAN

4.5 The Events Organiser must submit an appropriate Event Management Plan (examples are available to assist with this) These must be submitted before the Event to include, but not limited to, details of: Risk Assessments, Site Plan, Emergency Procedures, Events Programme, Briefing Pack for Marshals & Security Staff, First Aid provision etc.

FIRE

4.6 The Event Organiser must provide suitable and clearly marked fire equipment (e.g extinguishers) and must ensure that, in the case of self contained stalls, caterers, Concessionaires or tents, each unit has its own suitable fire fighting equipment

ELECTRICITY

4.7 The Event Organiser must appoint a Competent Person to be responsible for all temporary electrical installations provided for the event. Any electrical installation must comply with the latest revision of the IEE Wiring Regulations 17th Edition BS7671, with particular regard to Guidance Note 7: Special Locations. The Authority reserves the right to inspect any equipment or appliances connected to their supply and take any appropriate action to ensure public safety.

4.8 All flexible leads from the supply outlet to the traders equipment must be of Arctic grade cable to BS6500, or better, and must include a protective earthing conductor. Therefore minimum of 3 cores 240volts or 5 cores for 415volts.

4.9 Flexible cables should not be laid in areas accessible to the public unless they are protected against mechanical damage.

4.10 Mechanical protection or armoured cables should be used wherever there is a risk of damage.

4.11 Cables offering integral mechanical protection are:

- a) Steel wire armoured
- b) Cable with external protective steel wire braid
- c) HiTuf type double insulated cable

4.12 Rubber cable matting or preformed cable protectors should be used to reduce the risk of tripping, but cannot be considered as providing sufficient mechanical protection for flexible cables.

4.13 Where flexible cables are used above floor level they should not be unsupported across gaps wider than two metres without the use of a suitable supplementary catenary wire support and suitable identification.

4.14 Any plug/socket connections must be protected against damage and secured above ground level to reduce the risk of water penetration from puddles. All cabling & equipment must have the required IP rating for the environment of use.

TEMPORARY STRUCTURES

4.15 Marquees shall be made of fire resistant materials.

4.16 They shall be erected by a Competent Person.

4.17 There must be an adequate number of fire exits. The fire authority can give advice on this for large marquees, and their requirements must be complied with.

4.18 The guy ropes shall be installed so they do not obstruct any fire exits/entrances and do not cause trip hazards.

4.19 Temporary structures and stages shall be erected by a Competent Person and may be inspected before use by a representative from the Council.

VEHICLE SAFETY

4.20 It is the Event Organiser's responsibility to ensure that vehicles given permission to enter the Site are driven safely.

ACCIDENTS ON SITE

4.21 If an accident occurs on the Site, the names and addresses of those involved, including any witnesses, should be obtained, photographs or a sketch map taken and a report made by the Event Organiser.

4.22 An accident report form should be completed and a copy sent to the Council. The Event Organiser will need to advise own insurance company.

CLAIMS

4.23 Should any person make clear their intention to make a claim following an alleged incident connected with the Event, the Event Organiser should contact your insurers immediately. The Council should be kept informed by the Event Organiser.

5. LIABILITIES & INDEMNITIES

5.1 The Event Organiser must indemnify the Council or Contracted Partner Organisation against all claims, demands, actions or proceedings in respect of the following, arising out of the Event organisation :-

- any damage to loss, theft or removal of property (including underground services) belonging to any persons including during the Event including any setting up and take down time.

- any financial loss, death or personal injury sustained during the Event including any setting up and take down time. The Event Organiser must ensure that any contractors, equipment providers, third party organisations, stall holders or any persons assisting with the Event indemnify both the Event Organiser and the Council or Contracted Partner Organisation in line with the above.

5.2 The Event Organiser must fully indemnify the Council or Contracted Partner Organisation against any claims arising from the use of the Site and must have in place public liability insurance with a limit of at least £5million. This public liability insurance should cover the activities to be carried out during the Event. Proof of such insurance cover must be provided to the Council or Contracted Partner Organisation before the set up of the Event.

5.3 Activities provided by third parties will also need at least £5million. These are to be evidenced by the Event Organiser and produced if the Council requires.

5.4 The Event Organiser must indemnify the Council as landowners against any claims or actions arising from their failure to ensure that their activities are properly licensed.

5.5 The Event Organiser must indemnify the Council or Contracted Partner Organisation in respect of any costs which may be incurred by the Council or Contracted Partner Organisation as a result of the Site not being vacated at the correct time.

5.6 If the Event is cancelled or there is termination of this Agreement for any reason, then no liability for financial or other loss occasioned by the Event Organiser or by any other person shall be accepted by the Council or Contracted Partner Organisation.

6. PUBLICITY

6.1 No advertising material may be issued nor tickets sold until confirmation has been issued by the Events Team.

6.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variations thereto may be deemed a reason for the cancellation of a hiring or series of hirings. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Event Organiser shall reimburse or refund to the Council or Contracted Partner Organisation the cost of removing any such unauthorised or illicit advertisements or advertising material.

7. EVENT LICENSING & PERMITS

7.1 The Event Organiser must comply with all provisions of relevant licensing regulations, whether national legislation or locally adopted policies, which may require Authorisation to be obtained before certain activities in connection with the Event can be legally provided.

7.2 The Event Organiser is recommended to seek his own independent legal advice in relation to his liabilities under licensing legislation.

7.3 Applications for any Authorisation must be made to the Council's Licensing Team. Different timescales apply to different Authorisations, and it is the applicant's responsibility to ensure that applications are submitted in good time dependent upon the specific Authorisation required.

7.4 The Event Organiser shall ensure that any Authorisation which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such Authorisation.

7.5 If any such Authorisation has not been obtained, the Council reserves the right to cancel the booking forthwith.

7.6 The Event Organiser will be responsible for exhibiting all necessary Authorisations during the Event

7.7 Nothing shall be done by the Event Organiser that shall or may contravene the Terms and Conditions of any Authorisation (e.g Premises Licence issued under the Licensing Act 2003) held by the Council in respect of the Site.

7.8 No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Site without the prior written permission of the Council. Such permission may need to be formally requested by application, and be granted in the form of an Authorisation where required under legislation or local policy.

8. PRS/MUSIC LICENCE

8.1 The Council has a PRS music licence for its event sites. While there are other licenses that may be required, such as a Phonographic Performance Limited (PPL) licence, it will be the responsibility of the event organiser to ensure they have the all of the required licenses for their event. More details available from PPL website – www.ppluk.com.

9. SPECIAL CONDITIONS

These apply if your Event incorporates the use of Juvenile fairground rides (for children under the age 9).

9.1 Both the Event Organiser or third parties will be required at all times to comply with all relevant legislation relating to fairground rides, the provisions of the Code of Safe Practice at Fairs produced by the Health & Safety Executive, together with any Guidance on individual fairground rides published and any subsequent Code of Practice or supplemental Guidance that may be published or in force from time to time.