



## STOTFOLD TOWN COUNCIL

### POLICY FOR THE USE OF PARKS AND OPEN SPACES FOR EVENTS

#### 1. Purpose

- 1.1 Stotfold Town Council recognises the value and benefit which a culturally diverse and well-designed events programme in its parks and open spaces can bring to both residents of the town but also to draw in visitors, which may also result in extended benefits. This Policy is provided to assist the decision-making process behind building a sustainable and varied programme of events for the town. It also seeks to protect the community and the Council's parks and open space's infrastructure from any negative impacts, which events may cause.
- 1.2 The policy aims to guide:
  - The number of events that can be held in each park and open space
  - The size of events that can be held in each park and open space
  - The nature of events that can be held in each park and open space
- 1.3 This policy also aims to communicate the obligations, responsibilities, and limitations, which all event organisers have in relation to staging an event in any park or open space managed by Stotfold Town Council.
- 1.4 Stotfold Town Council is permitted to hold events under section 145 of the Local Government Act, 1972, which gives power to authorities to allow entertainment events in parks. Section 44 of the Public Health Amendment Act 1890 permits certain entertainments in parks, although subject to a limit on the duration of the event. Both acts provide slightly different, though overlapping, powers, and Stotfold Town Council is entitled to pick which one it wants to use for the purpose.
- 1.5 Local authorities are sometimes challenged by certain stakeholders when a large percentage of the park is used to hold an event, especially when a large percentage of the park being used excludes the public from their everyday use. Section 145 of the Local Government Act, 1972, speaks of "enclosure," and does permit the public to be excluded if the open space has been hired and an event is taking place.

#### 2. Key Objectives

- 2.1 The key objectives of this Policy are to:
  - Ensure all events are run effectively and comply with relevant legislation;
  - Ensure the health and safety for event attendees, the wider public and for those working at the event;
  - Protect the reputation and promote a positive image of Stotfold Town Council;
  - Ensure that events are only approved if organisers can clearly demonstrate they are able to deliver effective planning of an event which is robust and safety-focused;
  - Encourage and initiate events which involve localised community participation and delivery;
  - Ensure protection of the natural environment by communicating clear environmental, biodiversity, and sustainability policies;

- Ensure that every effort is made to avoid damage to the park or open space and its contents and that, should damage occur, this is mitigated at the soonest possible opportunity at the expense of the event provider;
- Ensure that all pre-event communications with key stakeholders are carried out in a timely and considered manner and accounting for local views as far as permissible
- Encourage and support an annual programme of quality, culturally diverse and sustainable events;
- Encourage a culturally diverse range of community and commercial orientated events, which have wide appeal for the residents of Stotfold as well as tourists and visitors;
- Minimise and mitigate disruption to local residents and businesses.

### **3. Event Types**

- 3.1 A community event must always be offered with no entrance fees to the public. They will not provide significant advertising or other commercial benefit opportunities to a profit-making business or organisation. The organiser may be asked to provide proof that they are not profiting from allowing third-party contractors, e.g. commercial stallholders to attend their event. Entrance fees, where levied for community and third-sector stallholders, will be set at an affordable and accessible level, and agreed with the Town Council during the event process.
- 3.2 Charity events should be for the sole benefit of a Registered Charity and not for profit. Applications must be received from the charity themselves or include a signed letter of endorsement from the charity. The charity will be responsible for the event. Not-for-profit and/or charitable organisations must be able to provide a UK charity number and also demonstrate that all proceeds (over and above costs) will be for the charity.

### **4. Event Applications**

- 4.1 Event applications must be received no later than 4 weeks prior to the event date to allow officers to complete the required event consultations and full application process. Should applications not be received within these lead times, event proposals may be declined.
- 4.2 No more than one event will normally be approved on the same day in each park or open space (exceptions may be made for smaller/private events which do not adversely impact the daily recreational use of remaining space). Should multiple applications be received for the same park or open space on the same date, one or both of the organisers may be offered an alternative date or park.
- 4.3 Events which would not be granted permission are those which are deemed to be inappropriate, contravene any conditions set out in the Terms and Conditions of Park and Open Space Hire, or are considered to have a detrimental impact on the “normal day-to-day recreational use” of the park or open space. Failure to comply with Terms and Conditions will prejudice future event applications. Specific attention is drawn to the potential for noise nuisance as a result of amplified music.
- 4.4 Further reasons for refusal may include:
  - Any event which is likely to have an unacceptable impact on the infrastructure and biodiversity of the selected site.

- Any event which does not provide adequate documentation or certification and cannot demonstrate through this process that it should progress to the next stage of the application process.
  - Any event which discriminates against any individual or group on the grounds of race, religion, gender, sexual orientation, or disability.
  - Any event that does not agree to and sign the set terms and conditions of hire prior to the event.
  - Any event to which the Council has previously experienced undue, late or non-payment of fees as agreed or where other conditions were not adhered to.
- 4.5 Event organisers will be asked to sign and return their application no later than 14 days prior to the proposed occupation of the site. Failure to return this document prior to this date will mean that the event cannot proceed. Compliance with the conditions (some may contain specific conditions tailored to a specific event) will be monitored, and failure to comply will prejudice future event applications and may result in corresponding legal action.

## **5. Hiring a Park or Open Space Terms and Conditions**

- 5.1 Applications for events will only be considered if submitted within a reasonable time of the proposed event relative to the size of the event i.e. not later than 6 months for major events and 1 month for small events. The Hirer must submit full details of the proposed event for approval. Details to include arrangements for catering, refuse collection and disposal, toilets, general activity to be staged, anticipated attendance figures and health & safety information as appropriate. A booking fee of £250 will be required at the time of submission which will be deducted from any final balance due.
- 5.2 No part of the park is to be used for any other purpose other than the Purpose of the Hire.
- 5.3 The Hirer must conduct their own risk assessment undertaken by competent people, a written copy of which must be lodged with the Stotfold Town Council Clerk at least four weeks before the date of the event. This document will be referred to in the event of any claim arising. The Council may review the risk assessment; however, it cannot be held responsible for any errors or emissions.
- 5.4 The Hirer hires the area indicated on the Hirer's site plan and agreed by the Council. The Hirer does not hire the whole park or site for the Hirer's exclusive use unless requested and agreed by the Town Council.
- 5.5 Where a temporary electrical installation is being used, a temporary electrical installation report by a registered electrician or a certificate of compliance with BS7909 must be available upon request.
- 5.6 The Hirer's attention is drawn to the requirements of the Health & Safety at Work Act 1974 and other health & safety legislation including the Management of Health & Safety at Work Regulations 1999, Control of Substances Hazardous to Health Regulations 1999, and Electricity at Work Regulations 1989. It is the responsibility of the Hirer to comply with all relevant legislation. If appropriate, the Town Council will provide the Hirer with any information required by health & safety legislation.
- 5.7 Bouncy Castles and other inflatables – see HSE safety advice and guidance. It is the responsibility of the Hirer to comply with all guidance and relevant legislation. HSE Inflatable Safety Guidance

- 5.8 The Hirer shall indemnify and keep indemnified the Town Council from and against all actions, claims, suits, costs, expenses, losses, injuries, damage, and liability howsoever arising out of or by reason or in consequence of the agreement hereby granted (other than actions, claims, suits, costs, expenses, losses, injuries, damage, and liability resulting from any negligent act of the Town Council, its servants or agents). The Hirer shall affect a third-party policy of insurance to a minimum of £5,000,000 per event.
- 5.9 The Hirer will be required to produce written evidence of the existence of public liability insurance at such a level as required by the Council in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorised to appear at the event.
- 5.10 The Hirer is responsible for adequate fire precautions and for the maintenance of clear exits for emergency vehicles and for ensuring that none of the footpaths are blocked.
- 5.11 The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials, and the removal of all advertising. The clearance must be undertaken within 24 hours after the completion of the event and reinstatement of land within 48 hours after the completion of the event. If the Hirer fails to perform these obligations, the Council reserves the right to perform any such obligations, and any costs incurred shall be borne by the Hirer.
- 5.12 Should the Hirer cancel after written confirmation of a firm booking has been given, the Hirer will be liable for cancellation charges. See the separate 'Fees & Charges' guide for current prices. Cancellations must be in writing (email, fax, or letter) or the full hire charge will be payable.
- 5.13 The property of the Hirer and Hirer's agents must be removed at the end of the period of hire. The Council accepts no responsibility for any property left on the venue before, during, or after the hire period.
- 5.14 The Hirer must ensure that first aid equipment is provided, and all precautions taken against the risk of fire and electric shock, and inform the Town Council of the arrangements intended for an electrical supply to be provided for the event and arrange for the meter to be read and for any other advice which may be necessary.
- 5.15 In the event of a major or long-term injury or a death at the event, the Hirer must comply with RIDDOR (the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013). For more information see the following website link: HSE RIDDOR Guidance or call the Health and Safety Executives Incident Contact Centre (ICC) on 0845 300 9923.
- 5.16 The Food Safety Act 1990 and a number of regulations and codes of practice govern the sale of food. These are enforced within the County by the Environmental Health & Licensing Services. The regulations require any food outlets to be registered. The Hirer must notify the Environmental Health & Licensing Services at least 2 months before the event.
- 5.17 The Hirer must ensure that adequate parking arrangements are made for vehicles. Parking is restricted to areas set aside within the site plan and with the prior approval of Parks & Leisure Services. Any parking in highway areas is covered by traffic regulations and may result in parking fines as directed by law.
- 5.18 The Hirer is required to comply with the Town and Country Planning (Control of Advertisements) Regulations 1992, whereby unauthorised advertising, including "fly posting", is an offence and therefore strictly forbidden.
- 5.19 No posters, boards, signs, flags, or other emblems or advertisements are to be displayed inside or outside any part of the Park without the previous consent of the Council.
- 5.20 The Hirer is responsible at all times for the organisation and smooth running of the event.

- 5.21 Temporary structures must be constructed of sound materials and be suitable for their purpose and must be approved. See HSE guidance and information to help those organising events manage the safe erection, use, and deconstruction of temporary demountable structures (TDS). HSE TDS Guidance The Hirer will be responsible at all times (day and night) for the security and supervision of these structures. The use of floodlighting, other than for security purposes, may require planning permission; the Hirer must notify Environmental Health and Licensing Services at least 2 months before the event.
- 5.22 The Hirer must ensure that the bylaws applicable to the park or open space in which the event is to be held are complied with at all times.
- 5.23 Hire may be subject to payment of a fee or bond, the amount of which to be determined by Stotfold Town Council. The bond must be received at least one week before the event is due to take place.
- 5.24 No noise is to be made, whether by loudspeakers or musical instruments, etc., after the hour of 10:30 pm unless prior agreement has been obtained.
- 5.25 No public address system is to be used without the approval of Stotfold Town Council.
- 5.26 The Hirer must comply with the direction of Stotfold Town Council at all times.
- 5.27 The Hirer must obtain all necessary clearances from and comply with all requirements of the Civil Aviation Authority and/or any other relevant body.
- 5.28 The Hirer must comply with any supplementary requirements made by the Stotfold Town Council Public Realm Manager in respect of this booking.

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#### Revision History

<b>Date Adopted</b>	November 2024
<b>Date Reviewed</b>	

## HIRING AGREEMENT OUTSIDE SPACES

THIS AGREEMENT is made on the date (8) and between Stotfold Town Council (1) and the Hirer (2) detailed below whereby in consideration of the sums mentioned (7), STOTFOLD TOWN COUNCIL agrees to permit THE HIRER to use the premises and facilities (4) for the purpose (3) and for the period(s) (5) all described below:

1. Stotfold Town Council	Town Clerk: Town Council Offices, The Greenacre Centre, Valerian Way, Stotfold, SG5 4HG Tel: 01462 730064
2. Full name of Hirer:	
Name of Organisation (if applicable)	
Address:	
Telephone number:	
E mail:	
3. Purpose of hire:	
3a. Estimated number of persons attending:	
3b. Will those attending be charged an entry fee?	
4. Outdoor space required (The Green/Hitchin Rd Rec/Arlesay Rd/Riverside Playing Field)	
5. Day(s) and Date(s) of hire/Ongoing	
Hours:	From: To:
6. Hire Fee – Total payable (to be settled no later than 7 days before Hire date) £	

7. AS WITNESS the hands of the parties hereto on the date of:

Signed by THE HIRER the person named at (2) above	Signed by the person named at (1) above on behalf of STOTFOLD TOWN COUNCIL
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**\*ANY ACCIDENTS, OR NEAR MISSES OCCURING DURING THE HIRE PERIOD MUST BE REPORTED TO THE TOWN COUNCIL WITHIN 24 HOURS**

### PAYMENT DETAILS

Stotfold Town Council can accept payment via bank transfer, card, cash, or cheque.

#### Bank transfer

If making a payment via bank transfer, please ensure that the name of the hirer and date of hire are given as a reference and inform Stotfold Town Council as soon as you have made the payment.

Account name: Stotfold Town Council  
Account No: 20354862  
Sort Code: 60-83-01

#### Cheque

Cheques should be made payable to STOTFOLD TOWN COUNCIL