

# Hosting an Event on Southend Borough Council Land Policy

Southend-on-Sea Borough Council



July 2017  
Version 1

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<b>About Events in Southend</b>	<b>2</b>
<b>Legal</b>	<b>2</b>
<b>Other Permissions</b>	<b>3</b>
<b>General</b>	<b>3</b>
• Definitions	4
<b>Our Policy</b>	
• Approval Process	5
• What we will not Permit	8
• Standard conditions that apply to all approved Events	9
▪ Indemnity and Insurance	9
▪ Event Organiser	9
▪ Documents to be made available	9
▪ Cancellation	10
▪ Use of Event Location	10
▪ Non Compliance	10
▪ Right of Entry/ Access	11
▪ Children or Vulnerable Adults	11
▪ Waste Disposal & Sanitary Provisions	11
• Method of charges in relation to locations available to hire	12

# Events on Council Land

## About Events in Southend

Southend-on-Sea has locations for a diverse range of events. From our world famous Pier and 7 miles of beaches with fantastic views over the estuary, to parks of all shapes and sizes across the Borough.

Events can help to support Southend-on-Sea's economy and cultural offer creating a dynamic and vibrant atmosphere throughout the whole borough that visitors and residents can enjoy.

With annual visitor numbers reaching over six million, we want to make sure that there is something for everyone to enjoy whilst ensuring their safety.

## Legal

An event organiser has a duty to plan, manage and monitor the event to make sure that workers and the visiting public are not exposed to health and safety risks.

The event organiser should ensure the event venue / site is designed so that it is safe for people working there and so that the audience can enjoy the entertainment safely.

Health and safety doesn't have to be complicated. Information on the Health and Safety Executive (HSE) webpages [www.hse.gov.uk](http://www.hse.gov.uk) will make it easier to comply with the law and manage health and safety.

The level of detail in the planning should be proportionate to the scale of the event and the degree of risk.

Local authorities are generally responsible for enforcing health and safety legislation at events. Where an event is actually organised by a local authority, the HSE is normally responsible for enforcement.

HSE has enforcement responsibility for the following activities at all events:

- the erection and dismantling of temporary demountable structures (TDS) like stages and grandstands (except for small marquees and similar tents which are enforced by local authorities)
- radio and television broadcasting
- fairgrounds

In certain circumstances, arrangements can be made to transfer enforcement responsibilities between HSE and local authorities.

[HSE's Enforcement Policy Statement](#) sets out the principles which HSE inspectors and local authority environmental health officers should follow when making enforcement decisions. In particular, any action taken by regulators should be proportionate to the risk.

## Other Permissions

In addition to health and safety law, some events may also require licences from other authorities under different legislation/regulations such as:

- Licensing Authority
- Highways Authority
- PRS for Music
- Security Industry Authority (SIA) licences
- Planning Authority

## General

The key objectives of this policy are to ensure (so far as is practicable for events held on council land within Southend on Sea) that:

- appropriate health and safety requirements are complied with
- statutory requirements are fulfilled
- effective planning and management is in place
- other relevant Council policies are incorporated:
  - equality and diversity
  - waste management

It also aims to set out:

- the application process to seek approval from us (in our capacity as landlord)
- the method of charges relating to locations available to hire

This policy is appropriate for:

- a) anyone who would like to host an event on Southend Borough Council land including those proposed by Southend Borough Council
- b) for persons organising Statutory, State and Civic events or when exercising Freedom of the Borough
- c) sponsored walks where associated events feature as part of the activity.

It is not appropriate for:

- a) events held on private land or within commercial premises (other licences and or conditions may still apply)
- b) charity street collections where no other event activity takes place (including sponsored walks)
- c) house to house collections

## Definitions:

**Council, We and Us** mean Southend-on-Sea Borough Council and include its successors in title.

**Event Organiser and You** means the person who has applied for an Event permit to host an event on Council land and who is the main contact and responsible for ensuring that the event complies with the law and overall safety at the event is maintained so that as far as reasonably practicable, people setting up, breaking down, participating and attending the event are not exposed to risks to their health and safety.

**Event** means the purpose for which the location has been booked

**EMP** means Event Management Plan

**SAG** means Safety Advisory Group

**Agreement in Principle** means the document which sets out the conditions the Event Organiser must agree to before permission can be granted to hold the event

**Conditions** mean the conditions that form part of the contract between the Event Organiser and us

**Event Permit** means the official document authorising the Event on Council land

**In writing** means received by email or post

## Approval Process

1. Before an event takes place, all events held on Council land within Southend on Sea must:
  - a) be authorised by us and a permit issued
  - b) have in place valid Public Liability Insurance of no less than £5million
2. We will consider requests received using the prescribed forms and received within the times prescribed on the application form.

We are unable to consider applications received or issue permits outside the times prescribed.

The application form must be fully completed and accompanied by any supporting information requested.

It is a mandatory requirement for an Event Management Plan (EMP) to be submitted. An EMP is not limited to but should:

- hold enough information to clearly understand exactly how to run the event safely
- set out where and when the event is to be held
- who it is for and how many are expected to attend
- explain what will happen at the event and who is participating
- include a detailed site plan
- detail what is required to hold the event
- confirm who is responsible for helping to organise and manage the event
- clearly explain what steps will be in place to deal with expected or unexpected situations
- detail plans to respond effectively to health and safety incidents and other emergencies
- contain risk assessments and list emergency contacts

It is expected that the level of detail should be proportionate to the scale of the event and the degree of risk.

3. We will accept application forms electronically or by post. Each application will be assessed fairly in line with current Statutory, Regulatory and Policy requirements.
4. We accept no responsibility for the non-arrival of application forms, supporting information, remittances or cancellations.
5. We charge a non-refundable application fee.
6. All application forms and EMP's will be referred to internal and external parties who need to know about and be involved in the approval of the event.

7. We co-ordinate and chair a Safety Advisory Group (SAG) made up of representatives from the Local Authorities, Emergency Services and other relevant bodies to ensure so far as is practicable that risk to public safety is minimised.

The role of the SAG is to review event applications and advise on public safety. The SAG does not have legal powers or responsibilities, it exists to provide independent advice to event organisers, who retain the legal responsibility for ensuring a safe event.

Individual members of the SAG however, may have powers to require event organisers comply with legal obligations.

8. Event Organisers may be required to attend the SAG as part of the application process dependent on, the level of risk, nature, size and or location of a proposed event.

Failure to attend the SAG when invited may lead to an application being assessed as unsuitable and subsequently refused authorisation.

9. We may consider changes to an Event Management Plan if received before an Agreement in Principle is issued. There may be insufficient time remaining to allow changes to be considered by all those who need to know about or be involved in the approval.

10. We are unable to consider changes to an Event Management Plan after an Agreement in Principle or an Event Permit has been issued.

11. When making our decision we will have regard to:

- a) Public Safety and Security and any recommendations made by the Safety Advisory Group (SAG)
- b) Compliance with the statutory requirements of the Local Authorities
- c) Compliance with conditions specific to the event location, nature and timing of the event
- d) Impact on the local community, the environment and transport network
- e) Whether the applicant has refused or neglected to provide us/the authorities with required information for the purpose of satisfying themselves with the above

Under no circumstances will an Event be authorised where:

- the health and safety risk is considered to be unacceptable
- appropriate licences, consents or permissions required are not in place

12. We will provide a written decision.

13. When an application is approved we will send the Event Organiser an Agreement in Principle (AIP) and Invoice.

The agreement will confirm:

- a) our standard conditions
- b) any additional conditions to be applied (specific to the nature of the event)

The event invoice will confirm:

- c) the fee to hire the event location
- d) any other associated charges for the use of our services (e.g. connection to our power/ water supply, extending public toilet opening hours and additional consumables)
  - a. these will not include fees and charges relating to other applications required to be obtained

14. The Event Organiser will be required to demonstrate their acceptance of the AIP by:

- a) signing and returning a copy of the AIP
- b) providing a valid copy of the Public Liability Insurance Certificate
- c) providing (when relevant) copies of any other application approval, permission or consents required for the event
- d) payment being made in full upon receipt of the event invoice

15. We will send an Event Permit to the Event Organiser upon their acceptance of the Agreement in Principle.

The Permit will confirm:

- a) the application reference number
- b) name of the person authorised to hold the event (the Event Organiser)
- c) date(s) and time(s) the event is authorised to be held
- d) the authorised location of the Event
- e) the title of the Event
- f) our standard conditions
- g) any conditions specifically applied in addition to standard conditions

An Event permit is not transferrable. The permit may not be transferred or sublet to any other person.

16. When an application has been assessed as unsuitable we will detail our reasons for refusal.

Refused applications can be reviewed if you believe we have not followed our procedures or applied our criteria appropriately. If you believe this to be the case, you should write to us detailing where we have failed to comply.

Reviews will not be undertaken on the grounds of objection to current policy requirements.

We cannot review any objections to the current policy under the Corporate Complaints Procedure as this policy was a formal decision taken by the Council's Cabinet.

## We will not permit:

- A. The use of petrol generators
- B. Liquid waste to be disposed of into the sewage system
- C. Council waste bins to be used for the disposal of any waste generated by the event
- D. Temporary campsites ancillary to the event (unless statutory exemptions apply)
- E. Campfires, fire pits or the use of disposable and or temporary bar-b-ques
- F. Interference with or anything to be attached to any item of street furniture or parks furniture
- G. Any Council notices or displays at the event location to be removed or obscured
- H. The release of sky lanterns or helium balloons
- I. Any excavation or drill pinning holes into the event location
- J. Circuses which include performing animals
- K. During the February and October half term periods, Events on the seafront between the Kursaal and Shorefield Road that propose car parking restrictions and or road closures

**We will give due consideration to all other event requests and proposal.**

## Standard Conditions

# Our Policy

All events approved by us are to be held in accordance with the standard conditions shown and any additional conditions that may be applied specifically to an event.

## Indemnity and Insurance

We are not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person in the event location, unless where the loss, damage, injury or death is caused in whole as the result of any act or omission on the part us.

As the Event Organiser you agree to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

You agree to have in place Public Liability Insurance cover to a value no less than £5,000,000.00 (five million pounds). We reserve the right to require a higher limit if deemed necessary. You are required to produce evidence of such insurance.

In addition you will be required to produce, when requested to do so by an authorised officer, copies of valid Public Liability Insurance required to be held by any exhibitor, ground entertainer, sub-contractor, or caterer authorised to appear at the Event. Under no circumstances shall their cover be less than £5,000,000.00 (five million pounds) and we reserve the right to require a higher limit if deemed necessary.

Failure to provide proof of insurance cover will lead to an event not being authorised.

## Event Organiser

You remain responsible for:

- the administration, organisation and running of the Event
- the supervision and control of Event participants, officials, visitors and spectators
- ensuring all participants and contractors comply with all relevant health and safety legislation and or any other guidelines relevant
- ensuring sufficient stewards and officials are available at all times

## Documents to be made available

You are responsible for collating and making available for inspection, when requested to do so by an authorised officer:

- any licence, permit or consent you or your participants are required to hold
- copies of all risk assessments, undertaken by you and your participants

You are also responsible for exhibiting all necessary permits during the Event/Activity.

## Cancellation

We may need to cancel an event when the event location is affected by an emergency of any kind. We will consider refunding part or all of any fees and charges paid and the amount shall be at our sole discretion.

We reserve the right to withdraw permission to use an Event location. However, we will repay any fee paid to hire the location on cancellation but shall be under no liability for expense incurred or loss sustained by you as a result of the cancellation.

If you cancel your Event you must tell us in writing. Your confirmation will take effect from the working day it is received by us. Any fees paid are non-refundable.

### **Use of the Event Location**

The Event must not start or finish outside the authorised date(s) and time(s) shown on the Event Permit. This includes time required to set up, breakdown and clearing the site.

All property associated with the Event must also be removed by the end of the period of hire. If you fail to do this we may remove and store any property that is left and all reasonable costs incurred will be charged to you.

We are entitled to sell (in such a manner as we think fit) any property removed and stored if it is not claimed within 28 days and the proceeds of sale shall be the Council's.

We accept no responsibility for property at the Event Location before, during or after the hire period.

We shall not be held responsible for any damage to or theft of property by or during its removal or storage.

If Council land or property at the event location is damaged, destroyed, stolen or removed, during the period of the event, whether caused by you or others associated with the event, the cost of reinstating, repairing, replacing or cleansing will be charged to you. Our valuation of any damage/loss is final.

No noise nuisance shall be caused to occupiers of properties surrounding the event or users of the immediate surrounding area of the event location.

Shoeburyness East Beach as a location may not be appropriate for certain events. It is subject to additional Ministry of Defence restrictions and may on some occasions be subject to an enforced closure for health and safety reasons.

### **Non Compliance**

We may take enforcement action should an Event be held without the required permission(s), where the health and safety risk is considered unacceptable and or nuisance is being caused.

You must ensure that the overall Event and any individual activity that forms part of the event is held in accordance with statutory requirements and the relevant permission consent or licence issued. Any activity found to be in breach of requirements will be required to stop immediately and if requested to do so by an authorised officer the participant will be required to vacate the event.

We reserve the right to demand the removal of any equipment considered unsafe or about which complaints are received.

### **Right of Entry/Access**

Authorised Council officers or Members shall be permitted entry to the Event Location at all times during the period of hire.

We reserve the right to refuse admission to or evict any person from the Event Location.

We reserve the right to fix a maximum limit for the number of persons attending the Event/Activity.

You shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the event location.

You must ensure that all users of the Event Location, whether event participants or not, have unrestricted access to the permanent public toilet facilities located within the Event Location.

### **Children or Vulnerable Adults**

You must ensure a Disclosure and Barring Service Check (DBS) formerly known as a Criminal Record Bureau check (CRB) is undertaken for all those who will be involved with either young children or vulnerable adults.

### **Waste Disposal & Sanitary Provisions**

You must ensure the event location is kept clean and tidy and is regularly litter picked during the Event/Activity. Council waste bins are not permitted to be used for the disposal of any waste generated by the Event.

All waste (including liquid waste) generated by the event must be removed from the event location by the end of the period of hire. Under no circumstances is liquid waste to be disposed of into the sewage system.

If you fail to leave the site in a clean and tidy condition we will arrange for removal/clean up and all reasonable costs incurred will be charged to you.

## Event Locations available to hire will be charged as follows:

Please refer to the Council Fees & Charges document for current prices.

£ per day	Commercial		Other	
	Beach	Parks	Beach	Parks
<b>Small</b> up to 750 people				
<b>Medium</b> from 751 to 1500 people				
<b>Large</b> 1501 plus people				
<b>Partnership events with the Council</b>				

£ per day	Town Centre				
	Mon - Fri	Sat	Sun	Mon - Sun	Thurs - Sun
<b>Commercial</b>					

£ per day	Town Centre		
	Mon - Sun Victoria Circus, Gateway, Royal Square, City Beach	Mon - Sun Charity Street Collection Site Only	Mon - Sun Other Areas
<b>Other</b>			

- **Charity Event:** An event organised by a registered Charity, an organisation with exclusively charitable purposes and registered with the Charity Commission.
- **Commercial Event:** An event organised around an identifiable commercial business or group of businesses which will be beneficiaries of the event.
- **Non-Commercial Event:** An event organised by a 'Not for Profit Organisation', an organisation that does not distribute its surplus funds to owners or shareholders, but instead uses them to help pursue its goals.
- **Community Event:** An event organised by a Southend-on-Sea based group of people who come together to create an event in their shared self-interest.
- **Religious Event:** An event organised by a religious group, individuals who share a common set of beliefs.
- **Political Event:** An event organised by a political group, an organisation that seeks to influence government policy.