

Hosting an Event on Southend-on-Sea Borough Council Land Policy

Southend-on-Sea Borough Council

Department Name

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Events on Council Land

About Events in Southend-on-Sea

Southend has a wide range of perfect locations to host an event. From our world-famous Pier, seven miles of beaches with fantastic views over the estuary, to parks of all shapes and sizes across the Borough.

Events in the Borough help to support the local economy and cultural offer. They help to create a dynamic and vibrant atmosphere throughout the town that everyone can then enjoy.

Over six million visitors visit the town every year. We want to make sure that there is something for everyone to enjoy whilst making sure everyone remains safe.

Legal

The organiser of an event has the duty to plan, manage and monitor the event. They should ensure the event site is designed so that it is safe both for people working there and people who will attend the event.

Health and safety does not have to be difficult. The [Health and Safety Executive \(HSE\) webpages](#) are full of information which makes it easier for you to comply with the law and manage health and safety.

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

Local councils are normally responsible for enforcing health and safety law at events. Where an event is actually organised by a local council, the HSE would normally be responsible for enforcement.

The 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 councils)
- radio and television broadcasting
- fairgrounds

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

The [HSE's Enforcement Policy Statement](#) sets out the rules that HSE inspectors and local council environmental health officers should follow when making enforcement decisions.

Other Permissions

In addition to health and safety law, some events may also require other permits/licences 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 practical 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-on-Sea Borough Council land including those proposed by Southend-on-Sea Borough Council
- b) for persons organising Statutory, State and Civic events or when exercising Freedom of the Borough
- c) sponsored walks where linked 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, means Southend-on-Sea Borough Council
- Event Organiser and You means the person who has applied for an event permit to host an event on Council land, is the main contact. The event organiser is responsible for ensuring 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
- AIP means Agreement in Principle which means the document which sets out the conditions the Event Organiser must agree to before permission can be granted to hold the event
- Conditions means 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

- before an event takes place, all events held on Council land within Southend-on-Sea must:
 - a. be authorised by us and have a permit issued
 - b. have in place valid Public Liability Insurance of at least five million pounds cover
- we will consider applications that are received within the timescales shown on the event application form
- we are unable to consider any applications which we receive or issue permits outside the times showed
- the application form must be complete. You will also need to provide any supporting information requested

An Event Management Plan (EMP) is required for all large or complex events. 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 proportional to the scale of the event and the degree of risk.

We will accept application forms which have been sent via email or by post. Each application will be looked at fairly in line with current statutory, regulatory and policy requirements

- we accept no responsibility for the:
 - non-arrival of application forms or supporting information

- or cancellations
- we charge a non-refundable application fee
- all application forms and EMPs are sent to internal and external parties who need to know about and be involved in the approval of the event
- we co-ordinate and chair a Safety Advisory Group (SAG) made up of representatives from the Local Authority, Emergency Services and other organisations 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

- 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

- we may consider changes to an EMP if received before an AIP is issued
- we are unable to consider changes to an EMP after an AIP or an event permit has been issued
- when making our decision we will have regard to: (or take into account?)
 - a. Public safety and security and any recommendations made by the 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
- We will provide a written decision
- When an application is approved, we will send the event organiser an AIP and Invoice. An AIP is the document that sets out the conditions that the event organiser must agree to before permission may be given to hold the event.

The AIP will confirm:

- a. our standard conditions
- b. any additional conditions to be applied (specific to the nature of the event)
- c. all associated costs

The event invoice will confirm:

- a. the fee to hire the event location
- b. any other associated charges for the use of our services (such as connection to our power or water supply, extending public toilet opening hours and additional consumables, traffic management or road closure costs)

Payment is required in full upon receipt of the event invoice

The invoice will not include fees and charges relating to any other applications you may need to obtain

- The event organiser (You) will be required to demonstrate their acceptance of the AIP by:
 - a. signing and returning a copy of the AIP
 - b. providing a copy of the valid Public Liability Insurance Certificate
 - c. providing copies of any other application approval, permission or consents required for the event, if relevant
- We will send an event permit to the event organiser upon their acceptance of the AIP.

The permit will confirm:

- a. the application reference number
- b. the 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 and may not be transferred or sublet to any other person.

- 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.

Our policy

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 (unless statutory exemptions apply)
- e. Campfires, fire pits or the use of disposable and or temporary barbeques
- 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 covered up
- h. The release of sky lanterns or helium balloons
- i. Any digging or drill pinning holes into the event location
- j. Circuses with performing animals
- k. From February half term to the end of October half term, no new events on the seafront between the Kursaal and Shorefield Road that have car parking restrictions and or road closures

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

Standard Conditions

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 Public Liability Insurance to a value of at least five million pounds cover for the date of the event. 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 five million pounds and we reserve the right to require a higher limit if 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 those taking part, third party contractors, 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 and documents during the event.

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 because of the cancellation.

If you cancel your event you must tell us in writing. Confirmation will take effect from the working day it reaches 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, you will be charged the cost of:

- reinstating
- repairing
- replacing
- or cleansing

Our valuation of any damage/loss is final.

No noise nuisance will be caused to anyone living near the event or users of the immediate surrounding area of where the event is taking place.

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 are held in accordance with:

- statutory requirements
- 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.

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 and Sanitary Provisions

You must ensure the event location is kept clean and tidy and is regularly litter picked during the event. 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

There is a range of sites available to hire in the:

- Town Centre
- Seafront
- Parks areas

Please see the Council Fees and Charges for details of the event sites and the current prices.

A non-refundable application fee is payable when you submit an application.

Charity, community and political events are restricted to a maximum of six a year from one organisation.

Event Sizes**

Small events - up to 750 people per day

Medium - from 751 to 1500 people

Large - 1501 plus people

*** These sizes relate to the Council's Fees and Charges.*

Please note that the small event application form is for specifically for events of 100 or under that meet the criteria, but there will also be small events that are from 101-750 people per day but will be events that are more complex.

Types of Event

Charity Event

An event organised by a registered Charity, with exclusively charitable purposes and registered with the Charity Commission

Commercial Event

An event organised around an identifiable commercial business or group of businesses that will benefit from the event

Non-Commercial Event

An event organised by a 'Not for Profit Organisation', which 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