

## Principles that will guide the SHWD Events policy

Where “Council” is noted, this refers to both South Hams District Council and West Devon Borough Council. Collectively the Councils are also referred to as “SHWD”.

1. An event is anything organised in advance to which visitors are expected or invited to attend. If an event does not require a pay & display car park to be closed to the public and there is no reduction in the number of parking spaces available, no fee relating to lost car park income will be levied and this does not constitute an event
2. If the land / premises is not owned by SHWD, SHWD will not impose any of its event management principles
3. Organisers of events not held on SHWD land / premises can obtain free advice from the Council
4. Organisers of events not held on SHWD land / premises can purchase services from SHWD to support their event (*as described in Appendix 3A*) for the appropriate fee
5. For consistency, where applicable, all fees levied in connection with events will be levied to all event organisers, irrespective of type and for all types of events
6. The existing flat £50 booking administration fee per event held on SHWD land / premises will continue to be levied. *Note, previously commercial events were charged a higher booking administration fee of £240 and charity & community events charged £50. Legal advice suggests that the Council cannot discriminate between the two and must levy the same fee and be able to evidence these as fair costs. If SHWD were to deliver event bookings via a Local Authority Controlled Company (LACC), it would be free to charge differing amounts to different types of event organiser. At present, with no LACC, this flexibility is not possible.*
7. The Council will levy a fee equal to the lost income it would have earned where a car park needs to be closed to enable an event to go ahead. This amount will be confirmed upon making an event booking enquiry. The fee levied will be equal to the prior year income for that time of year and that specific car park. If the event only requires a certain number of parking spaces to be closed to the public, then a pro-rata fee will be levied using the same methodology. For the avoidance of doubt, if the spaces closed to the public would not normally be used for parking due to seasonality, then no fee will be levied
8. The minimum rental period for SHWD owned land / premises is one day (unless otherwise agreed)
9. Where the land / premises to be used is not a pay and display car park, the fee levied will be as shown in *Appendix 3B*. These fees will be frozen for 3 years (from April 2017 to March 2020) before review and are in addition to any fee payable for any pay and display car park (or part thereof) which must be closed to the public to enable an event to go ahead
10. Where a tender process is held for holding events, this will continue and will cover the “hire” of the space being utilised
11. If a licence is required for the event, the Council’s licensing policy must be followed and the appropriate fees paid
12. If a formal occupancy licence is required for SHWD land / premises, the Council reserves the right to charge in order to cover its costs. Any fee levied will be based on an hourly rate of £50/h for the preparation of a licence. Licences will be required where the scale or location increases the risk profile of the event. Applicants will be notified whether an occupancy licence is required upon making an event booking enquiry
13. The Council will provide a tariff for additional services (*see Appendix 3A*), which event organisers can opt to “purchase”, e.g:

- a. extra street cleaning
  - b. pre-event grass cut
  - c. parking stewarding
  - d. extra toilet cleaning/consumables
  - e. consumables to enable the organisers to maintain their own toilets or those of the Council
  - f. rental of litter pickers
  - g. suspension of parking charges
  - h. altering toilets from pay-to-use to free-to-use for the duration of an event
14. Consultation with parish, town or elected ward members will be conducted for major events. The final decision on whether an event on SHWD land / premises goes ahead rests solely with SHWD Council officers in accordance with the member-approved events policy
15. The following activities, which are considered potentially to be “events”, are not permitted to take place on SHWD land / premises:
- Party political activities
  - Circuses with animals
  - Any other activities which, at the sole discretion of the Council, are deemed to be:
    - o unlawful
    - o likely to cause a legal nuisance
    - o likely to cause offence to members of the public or have any element that might be abusive, racist, sexist, or otherwise insensitive to others
    - o capable of bringing the Council into disrepute

If there is any doubt as to whether an event should be authorised on SHWD land / premises, the final decision will be made by a member of the Council’s leadership team in consultation with the Council’s Monitoring Officer and the applicable Ward members(s)

16. Event organisers are responsible for removing all waste created as a result of their organised event. SHWD land / premises should be left in a ‘litter free state’ and, where appropriate ‘detritus free’. Photographic evidence will be used to confirm standards
17. Event organisers must ensure that any SHWD land / premises are left as they were found and the Council reserves the right to refuse event bookings to organisers who have previously failed to do this.
18. If land / premises booked for an event are not left as they were found, then the Council reserves the right to conduct remedial works at its own cost and recover these costs from the event organiser. Event organisers will be given 5 working days after an event to conduct any remedial works before the Council completes these works. Photographic evidence will be used to confirm standards and services provided
19. In case of an emergency, the event organiser is solely responsible for removing ANY obstructions IMMEDIATELY
20. The Council reserves the right to require event organisers, traders and exhibitors to withdraw any goods from sale which it considers may cause a nuisance, an offence or which represent a serious hazard including, but not exclusively firecrackers, toy weapons, knives, BB guns, Chinese lanterns, air guns

21. By holding an event on SHWD land / premises, the event organiser agrees not to use or permit broadcasting or amplifying equipment to be used during an event on SHWD land / premises without prior Council permission
22. The Council will not be liable or responsible if the event is cancelled or curtailed for any reason. The Council always retain the right to postpone an event due to severe weather or waterlogging and will give event organisers the maximum possible amount of advance notice
23. All payments in connection with an event are non-refundable if the event is cancelled or postponed within 28 days of the event date. Where possible, cancelled or postponed bookings can be re-arranged to alternative dates
24. Receipt of an application and payment of applicable fees for an event does not mean the Council has accepted an event booking. Applicants will receive written confirmation that permission has been granted to use SHWD land or premises. At the Council's discretion, any fees paid will be refunded if an application is refused
25. Event bookings must be submitted a minimum of 28 days prior to the event date. Only in exceptional circumstances will consideration be given to applications submitted with less than 28 days' notice
26. The Council will publish an events calendar on its website for events taking place on its land / premises
27. The Council will not provide a park and ride service for events (other than where such a service already exists)
28. The Council will not provide access to utilities (telecoms / gas / electricity / water / sewage) for events taking place on its land
29. Where events are held across land in multiple ownership, the Council will, when appropriate, consult with the neighbouring land / premises owners before accepting an event booking
30. The data controller is the Council. The information supplied in connection with any event booking may be shared with all relevant services of the Council, the emergency services and other regulatory bodies unless such sharing of information is prohibited by statutory instrument
31. If you require use of Council land / premises for filming / photo purposes – please contact the Communications Office on 01803 861369 or e-mail [communications@swdevon.gov.uk](mailto:communications@swdevon.gov.uk) for further information

**The finalised policy will:**

- Be effective from 1st April 2017 for the 2017/18 financial year, and;
- Be notified to people or entities booking events during 2016/17 or for 2017/18

**Appendix 3A – Additional Service Costs**

Proposed charges are as follows (Exact costs will be confirmed upon booking):

1. Operative for the purposes of litter picking - £25 per hour
2. Litter picking equipment is available free of charge for event organisers to loan for the duration of their event
3. Driver for the purposes of collecting bagged litter - £28 per hour
4. Vehicle for the purposes of collecting small amounts of litter - £55 per day or part thereof
5. Vehicle for the purposes of collecting large amounts of litter - £315 per day or £175 for half a day
6. Vehicle for the purposes of sweeping - £315 per day or £175 for half a day

7. Disposal costs - £125 per tonne for non-recyclable waste (including Duty of Care)
8. Disposal costs - £25 per tonne for separated recyclable waste (including Duty of Care)

This is very much a menu of costs which can be used as a guide for additional charges dependent upon the size of the event, type of event (including whether food and drink is to be sold), number of people expected to attend, whether the event is on private land or public land; assumes travel within the District; and includes management, supervision, all on-costs, Duty-of-Care etc.

### **Appendix 3B: Land Hire Charges**

Note: The below charges are for indicative purposes only. These charges are to be determined via the Council's annual fees & charges process – i.e. a member approved process, due November 2016.

**It is proposed that the fees (when set) are adopted and remain unchanged for the period 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2020.**

#### **Proposed charges for SHDC land / premises**

<b>Land</b>	<b>Charge per day</b>
Borough Park, Totnes	£50
The Berry, Salcombe	£25
Cliff House Garden, Salcombe	£50
Coronation Park, Dartmouth	£150
Duncombe Park and Recreation Ground, Kingsbridge	£25
Ermington playing fields	£25
Follaton House Gardens	£500
Kingsbridge recreation ground	£50
Leechwell Gardens, Totnes	£50
North Sands beach, Salcombe	£100
North Sands Green, Salcombe	£50
Parkers Way Park, Bridgetown, Totnes	£25
Rotherfold, Totnes	£100
Royal Avenue Gardens, Dartmouth	£150
Royal Avenue Gardens bandstand, Dartmouth	£50
Shady Gardens, Totnes	£50
South Embankment, Dartmouth	£150
Totnes Market Square	£500
Vire Island, Totnes	£100
Wembury Recreation Ground	£25
Woodlands Park, Ivybridge	£25

NB: One day is the minimum hire period. No discount for a shorter hire period.

#### **Pay & Display Car Parks**

To be charged on a cost recovery of lost income basis. This will vary depending on the amount of time the car park (or part thereof) is closed to the public for and seasonality. The fee charged will be based on the previous year's revenue and the applicable fees will be made available to event applicants as required upon booking enquiry.

### **Appendix 3C – Additional Policy Wording**

Below is some additional wording / requirements which will be incorporated into the finalised Events Policy.

#### **Licensing Information & Compliance**

Under the Licensing Act 2003 various types of event require specific licensing to be in place – under what is called a *Temporary Events Notice (TEN)*. Organisers are responsible for ensuring that all necessary notices are obtained and that no illegal event takes place on the land. As a general guide you will have to obtain a Temporary Event Notice if your event is of the following nature:

- Retail sales of alcohol
- Performance of dance
- Provision of late night refreshment (hot food and drink) after 23:00 hours
- Provision of facilities for making music
- Boxing or wrestling for entertainment
- Provision of facilities for dancing
- Performance of live music
- Exhibition of a film
- Performance of recording music

To obtain a Temporary Event Notice or for further information refer to <http://southhams.gov.uk/article/1739/Temporary-Event-Notice-TEN> or [www.westdevon.gov.uk/article/2666/Temporary-Event-Notice-TEN](http://www.westdevon.gov.uk/article/2666/Temporary-Event-Notice-TEN)

The responsibility lies with the event organiser to submit the necessary Temporary Event Notice **at least 10 working days** before the event takes place accompanied with the relevant.

**Please Note – Royal Avenue Gardens in Dartmouth is covered by a Premises License – therefore submission of a Temporary Events Notice will not be required for this area only.**

**Music Performance License** – It is a legal requirement for events containing music to ensure that the appropriate license is obtained for permission to use copyright music on behalf of the publishers. Please contact Performing Rights Society on 0800 068 4828 / [musiclicence@prsformusic.com](mailto:musiclicence@prsformusic.com) or visit [www.prsformusic.com](http://www.prsformusic.com)

#### **Insurance Requirements**

Where an event is proposed on SHWD property it is necessary that the event organisers retain their own public liability insurance to cover the additional risks that might occur with the event. The Organisers agree to indemnify the Council fully and effectively against all claims, loss, damages or costs arising out of the Organisers' use of the Council's land.

Organisers must have Third Party Insurance to a value of £5,000,000 minimum to cover against any accident or injury arising directly or indirectly as a result of the event. The Council reserves the right to insist on a higher indemnity limit if the nature of the event makes that appropriate. The £5,000,000 is also unlimited in terms of multiple events.

#### **Use of Site**

##### **Bouncy Castles & Other Inflatables**

All inflatables (bouncy castles, etc.) to be located on Council land / premises must be PIPA, BIHA or ADIPS registered with a minimum of £5m Public Liability Insurance coverage

#### **Cleaning**

The Organisers of the event will be required to demonstrate how waste will be managed for the event by producing a waste management plan. They shall leave the site as found in a clean and tidy condition. Any excessive costs incurred by the Council for removal of waste, street cleaning or toilet cleaning will be recharged to the Organisers

### **Damage to Site**

As the event organiser you are responsible for ensuring that there is no damage caused to Council property. You should leave the site in a clean and tidy condition and the cost of any repair or reinstatement necessary due to damage caused directly or indirectly as a result of the event shall be borne by the Organisers

### **Services**

As a default position, the Council will not provide services to event organisers. However, if this is provided by prior agreement, there will be an additional charge levied for arrangements of supply and use

### **Health & Safety**

Organisers should undertake a risk assessment to quantify hazards which might arise during the event and devise procedures to minimise any risk. They are also responsible for ensuring that all activities comply with the requirements of the Health and Safety at Work Act 1974 and all other relevant Health & Safety Legislation. You will need to submit a written Risk assessment to accompany your Event Booking.

If you need advice please see the Purple Event Guide ([www.thepurpleguide.co.uk](http://www.thepurpleguide.co.uk)). In the case of visiting fairs (and other events where relevant), the Council will need to be satisfied that health and safety standards are met before the event is opened to the public

### **Police Presence**

Where the presence of police or ambulance at an event is desirable or necessary, it is the responsibility of the Organiser to arrange it, and to pay any charge made for this service. Guidance on the involvement of the police can be found from <http://www.devon-cornwall.police.uk/YourRightInformation/FreedomInformation/Pages/Feesandcharges.aspx>

### **Traffic Management**

Both the event and traffic management of the event is the responsibility of the event organiser. Early liaison with Devon County Council will help to deliver a successful event for the organisers and visitors and will minimise disruption to the local community and travelling public.

Therefore if your event is likely to impact on the free flow of traffic on any highway - you must register your event with Devon County Council, who will liaise with the local police Traffic Management and Road Casualty Reduction Officer. Devon County Council (DCC) will require at least 56 days notice of the event and please contact DCC on 0845 155 1004 or visit their website at [http://www.devon.gov.uk/index/transport/roads/road\\_licences/eventaffectinghighway.htm](http://www.devon.gov.uk/index/transport/roads/road_licences/eventaffectinghighway.htm) Please note there will be additional charges for road licenses / police presence if needed.

### **What other issues need to be considered and addressed?**

#### **Noise Levels**

Organisers of events must ensure that the activity will not cause significant disturbance or nuisance to those living nearby. In particular, events involving amplified music or speech, the use of generators or plant or those which will continue late into the evening must be carefully monitored and controlled. Where such events are planned, discussions with the Council's Environmental Health

Service well in advance of the event is recommended. Further information can be found at: <http://www.westdevon.gov.uk/article/2333/Environmental-Health--Licensing> and <https://www.southhams.gov.uk/article/3391/Environmental-Health>

### **Food Hygiene**

Persons supplying and handling food must satisfy current food safety legislation and have received appropriate training or instruction in food hygiene. For further advice contact the Council's Environmental Health Service in advance of the event. Further information can be found at: [http://www.southhams.gov.uk/index/residents\\_index/ksp\\_environment/ksp\\_food\\_hygiene\\_and\\_safety.htm](http://www.southhams.gov.uk/index/residents_index/ksp_environment/ksp_food_hygiene_and_safety.htm) and <http://www.westdevon.gov.uk/article/2728/Food-Hygiene--Safety>

### **Fly posting**

The Organisers are responsible for ensuring that no posters or other advertisements for the event are displayed without any relevant statutory consent having first been obtained, particularly Advertisement Consent.

### **Balloons & Chinese Lanterns**

Organisers are responsible for ensuring that no balloons or Chinese lanterns are released from Council land. It is Council policy to prohibit balloon & Chinese lantern releases in view of the problems they cause in terms of fire, pollution, litter and the danger posed to livestock and wildlife.

### **Circus**

It is Council policy not to permit the use of its land by any circus or similar event which includes performing animals, and the Organisers are responsible for ensuring that this policy is adhered to.

### **Cancellation**

The Council reserves the right to cancel the event without notice (although notice will be given if practicable) and without liability of any kind, should weather, ground conditions or other factors render this necessary.

### **Safeguarding**

Safeguarding is the action that is taken to promote the welfare of children, young people and vulnerable adults to protect them from harm. This means protecting children, young people and vulnerable adults from abuse and maltreatment, preventing harm to their health or development, ensuring children, young people and adults have access to safe and effective care and taking action to enable all children, young people and vulnerable adults to have the best outcomes.

Our priorities in relation to safeguarding are:

- to protect children, young people and vulnerable adults from harm
- to include safeguarding as part of the event planning process and, if applicable, the evaluation/review process through consultation with safeguarding lead officers

Below is a checklist that can be used to prompt event organisers to take proper account of safeguarding in the event planning process:

- consider which safeguarding objectives can be achieved
- consider safeguarding requirements within the relevant legislation
- consult with partner agencies, services users, the Council's safeguarding lead officers, community safety partnership/s about how best practise can be delivered
- include measurable safeguarding requirements in event planning documents

- ensure that evaluation is undertaken and future recommendations documented

**Data Protection**

Information provided in relation to an event booking will be held by the Council. The information will be used for consultation purposes regarding this event and will be held securely at all times. The Council may share the information with local Councillors / town / parish Councils / emergency services / insurers as necessary to ensure the appropriate service is delivered and with other organisations, if required by law. If you wish to see the personal data that the Council holds, please contact the Data Protection Officer.

**Terms & Conditions**

All persons applying to the Council to hold an event agree acceptance of the Council's terms and conditions (substantively these principles). If applying as an organiser you are assumed to be agreeing acceptance on behalf of the club, society, association or company undertaking the event.