

Hire of Parks and Open Space Application Pack

**Completed application forms should be signed and returned to**:

The Parks Events Bookings Team

Leisure Services

Towngate Theatre

St Martin’s Square

Basildon

Essex

SS14 1DL

**Alternatively, email:** [parkevents@basildon.gov.uk](mailto:parkevents@basildon.gov.uk)



**Basildon Council Parks Event Application**

This form must be completed in full by all persons or organisations wishing to hold an event or activity in a park or open space. Applications will not be accepted by third parties. The completed form (as well as the Event Safety Plan if visitors exceed 500 at any one time), must be received at least 3 months (for events with up to 3,000 attendees in one day) or 10 months (for events with over 3,000 attendees in one day) prior to the proposed date of the activity along with copies of Public Liability Insurance (no less than £5 million), Risk Assessments and Method Statements.

**Contact Information**

|  |  |
| --- | --- |
| Contact Name |  |
| Name of Organisation |  |
| Position in Organisation |  |
| Full Postal Address |  |
| Telephone Number |  |
| Email Address |  |

**Details of Proposed Activity**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Event name |  | | | |
| Venue |  | | | |
| Date |  | | | |
| Proposed activity times | Start |  | Finish |  |
| Entering and vacating times | Start |  | Finish |  |
| Number of attendees expected |  | | | |
| Will you be leafleting? If ‘Yes’ please provide a copy of the leaflet(s) to the Bookings Officer. | Yes / No | | | |

**Charities / Not-for-Profit Organisations**

|  |  |
| --- | --- |
| Is this a non-profit making organisation? | Yes / No |
| Is this organisation a registered charity? | Yes / No |
| Charity registration number |  |
| Please give details of the aim of the not-for-profit organisation / charity and any beneficiaries |  |
| Will you be performing a street collection? | Yes / No |

**Guidance for Use of Basildon Council Land**

**Bars and Music**

* An event/area that contains a bar or live music for less than 499 people must have a Temporary Events Notice (TEN) – email licensing@basildon.gov.uk
* An event larger than 499 people will need a Premises Licence and a designated premises supervisor appointed - email licensing@basildon.gov.uk
* A PRS/PPL licence is required for events playing live/ recorded music and videos. More info can be found at https://pplprs.co.uk/get-themusiclicence/
* Events that are anticipated to have 500 people or more in attendance at any one point of time must go through the ESAG process – email esag@basildon.gov.uk

**Certification**

* Bouncy Castle must have PiPa or ADiPs
* Fairground Ride of any size must have ADiPs
* Marquee must have MutaMarQ
* Fire Works – must be overseen by a current ‘Senior Firer’ listed on pyro.org
* Stages and other structures must have a safety sign off by a structural specialist
* An electrician is required where distribution boards are required or where rewiring is required.

**Animals**

* No animals to be given as prizes
* No performing circus animals, other performing animals (except emergency services) require a Local Authority licence
* Dangerous animals must have a licence including camels, also a significant risk assessment in the movement and welfare of the animals must be provided
* Domestic animals in large display must have a permission to move animals from DEFRA or Trading Standards
* Providers of pony and donkey rides must have a riding school license
* No animal may be sold at any event

**Miscellaneous**

* No vehicle movements in public areas of an event
* All gazebos must be weighed down and must not exceed 6m x 3m
* Generators must be low noise and low emissions
* Lasers must be managed as per HSE indg224
* The Civil Aviation Authority must be notified of any events that involve outdoor lasers, searchlights, fireworks, helium-filled toy balloons or sky lanterns
* The Civil Aviation Authority must be informed of air displays and unmanned tethered balloons above 60 metres
* Noise levels must be less than 65dB(A) over a 15 minute period when measured 1 m from the nearest resident
* Food providers must have at least a score of 4 on the FSA website
* For waste collection / additional facilities – email commercial.waste@basildon.gov.uk

**Activity Checklist**

|  |  |  |
| --- | --- | --- |
|  | **Subject** | **Your Information (complete all sections)** |
| 1 | **Description of Activity**  Please give a detailed description of your proposed event including a list of all stalls / attractions / inflatables / catering units etc that will be present at your event.  Please note that all stall holders should hold and provide public liability insurance and a risk assessment. As event organiser, all significant risks associated with the above mentioned list of attractions should be included in your overall risk assessment. |  |
| 2 | **Equipment**  Please indicate the location(s) of any equipment and how you will manage noise levels, fuel spillage, cable routes and the safety of staff and the public. |  |
| 3 | **Experience**  Give full details of previous similar activities in which the activity organiser had an active personal involvement. |  |
| 4 | **Site Management**  There must be a designated person responsible for the setting up, management and taking down, including clearing up of the site to the Council’s satisfaction. Vehicles will not be permitted on the site other than for the purposes of setting up and taking down exhibits (excluding any designated car parking areas).  Please give details of the person and how you intend to manage vehicular access. |  |
| 5 | **Visitors**  Please provide an accurate assessment of the visitor numbers to the event and steps that will be taken to ensure they are directed towards the correct parking locations.  For events attracting more than 500 visitors, an Event Safety Plan will need to be completed and will be discussed at the periodic Event Safety Advisory Group (ESAG). Event organisers will be required to attend if necessary. ESAG meetings will be required every 3 years if no significant changes have been made to the event. This process may be repeated annually if necessary |  |
| 6 | **Stewarding**  Please detail your arrangements for site control, site cleanliness, litter collection and subsequent disposal, during and after the event. To arrange waste collection / additional facilities please contact commercial.waste@basildon.gov.uk |  |
| 7 | **Toilet Facilities**  Toilet facilities are not always available on site. It is the responsibility of the event organisers to arrange the installation of temporary toilets if required. Please indicate if you will be providing these facilities and how you will manage their cleansing and effective operation throughout the event.  The Council’s Environmental Health Services (01268 533333) can guide the organisers on the scale of provision needed as set out in BS 6465 |  |
| 8 | **First Aid**  Please provide details of the First Aid provision for your event |  |
| 9 | **Local residents**  Please give details of how local residents will be considered and how you intend to minimise disturbance and noise. |  |
| 10 | **Other Site Users**  Dependent upon the timing, scale and type of the activity, it is possible that the planned activity will have an impact upon pre-arranged users elsewhere in the park, games facilities or other buildings.  Give details of what arrangements you will take to ensure those users are not disadvantaged or prevented from using their pre-planned facilities and how you intend to minimise disturbance and noise.  Please contact the Bookings Officer to confirm if other events or activities are taking place at the same time as your planned activity. |  |
| 11 | **Music**  Only music directly associated with a Circus, Fair or individual exhibit is usually permissible.  If music is to be played at your event (either recorded or live), please provide a copy of your PRS licence.  The Council’s Environmental Health Services (01268 533333) will advise on how to control noise emissions. Please explain what measures you have adopted to ensure that the DBE levels are kept to the required level. |  |
| 12 | **Fairground Equipment & Inflatables**  All fairground rides must be under the control of a competent trained adult operator The following certification must be provided :   * Bouncy Castle must have PiPa * Fairground Ride of any size must have ADiPs * Marquee must have MutaMarQ   Please list all fairground rides/attractions. |  |
| 13 | **Layout**  The site layout must be the subject of detailed pre-planning. A plan to an appropriate scale showing all safety measures, temporary fencing and all safety equipment, fences, barriers etc. must be provided. |  |
| 14 | **Animals and Livestock**  Circuses with animal performances will not be permitted on Council-owned land.  All other applications to hold exhibitions or displays including animals on any Council owned land or premises will be subject to a wide range of considerations, including animal welfare.  The provision of live creatures as prize is also prohibited  Anyone offering donkey or pony rides on Council land must meet the conditions as set out in the Code Of Practice for Working Donkeys as produced by the Donkey Sanctuary. (See: <https://www.thedonkeysanctuary.org.uk/sites/sanctuary/files/document/413-1377171749-code_of_practice.pdf>  In addition, the offering of donkey and/or rides by a business is a licensable activity under The Riding Establishments Act and those offering the service will be expected to hold a licence under this Act. If you choose to offer donkey/pony rides you will need to check that your supplier holds an appropriate licence. |  |
| 15 | **Insurance**  Please provide a copy of your public liability insurance. All events irrespective of scale or type must meet the Council’s full requirements in terms of insurance. As event organiser it is your responsibility to ensure that all exhibitors present at your event hold valid public liability insurance. |  |

**Risk Assessment**

A complete risk assessment must be carried out by the activity organiser which sets out mitigating actions.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Severity | Residual Risk / Likelihood | | | | | |
|  | 1 | 2 | 3 | 4 | 5 |
| 1 | 1 | 2 | 3 | 4 | 5 |
| 2 | 2 | 4 | 6 | 8 | 10 |
| 3 | 3 | 6 | 9 | 12 | 15 |
| 4 | 4 | 8 | 12 | 16 | 20 |
| 5 | 5 | 10 | 15 | 20 | 25 |

|  |
| --- |
| **Likelihood of Occurrence**   1. Remote 2. Possible 3. Probable 4. Almost certain 5. Definite |
| **Severity of Injury**   1. Cut/bruise 2. Severe cut/head injury 3. Broken limb 4. Unconscious/broken spine 5. Fatal |

***Hazard:*** Something with the potential to cause harm.

***Risk:*** The likelihood of hazard reaching its potential.

|  |  |
| --- | --- |
| **Frequency of work activity:** | \_\_\_\_ day event  Once a year |
| **Number of staff involved:** | Up to \_\_\_\_ plus exhibitors |
| **Number of people (public) attending:** | Up to \_\_\_\_ at any one time |

| **Identified Hazards**  Associated with the work activity / tools / COSHH and possible injury. | **Persons at Risk**  Delete or add as appropriate | **Risk of Injury**  Before controls are in place. | **Severity of Injury**  Before controls are in place. | **Total Rating**  Risk x Severity | **Control Measures**  Measures which must be in place before work is allowed to start *(Including provisions such as Personal Protective Equipment).* | **Risk of Injury**  After controls are in place. | **Severity of Injury**  After controls are in place. | **Total Rating**  Risk x Severity |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
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| **Specifics, Actions & Further Considerations** | | | |
|  | | | |
| **Date of Assessment:** |  | **Date of Review:** |  |
| **Name:** |  | **Signed:** |  |

**Catering Checklist**

If you are providing food as part of your event, please complete the following form.

Copies of all certificates and documentation must be available for inspection throughout the duration of the event.

|  |  |  |
| --- | --- | --- |
| Name of business |  | |
| Address of caterer |  | |
| Telephone number of caterer |  | |
| Type of food to be provided |  | |
| Is the caterer registered with the Local Authority Environmental Health Department? If ‘Yes’ please state which local authority. | Yes / No | |
| Does the caterer have a written food safety management system based on the Hazard Analysis Critical Control Point (HACCP principles, such as Safer Food Better Business? If ‘Yes’ please give details of the system being used. | Yes / No | |
| Are all staff suitably trained in food safety matters to an appropriate level (e.g. the Chartered Institute of Environmental Health’s Level 2 Award in Food Safety in catering)? | | Yes / No |
| Does the caterer have an adequate supply of hot and cold portable water to enable the washing of food, hands and equipment throughout the day? | | Yes / No |
| Does the caterer have suitable hand washing facilities, hot and cold or mixed water, liquid anti-bacterial soap and a means of hygienic hand drying (e.g. paper towels)? Note: the water must be easy to run at the correct temperature (i.e. warm) and the hand washing facility must be separate from the equipment and food washing facilities. | | Yes / No |
| The caterer has adequate facilities to keep food at a safe temperature (i.e. food requiring refrigeration will be kept at a maximum temperature of 80C, frozen food will be kept at a maximum temperature of -180C, cooked food will be cooked to a core temperature of 630C). | | Yes / No |
| The catering staff will wear clean protective clothing and hair covering. | | Yes / No |
| The caterer will provide adequate facilities for cleaning and disinfecting food and hand contact surfaces. | | Yes / No |
| Where equipment is gas powered, all safety valves, tubes and pipes are in good condition. Where generators are powered by petrol, petrol will be stored in a manner that prevents any access by the public and away from any points of ignition. | | Yes / No |
| Any electrical appliances connected to the electrical mains circuit will be in good condition and have no damage to cables or plugs and has the necessary, current, PAT certification. | | Yes / No |
| The caterer has public liability insurance valid for the event with an indemnity limit of no less than £5m. | | Yes / No |

**Charges April 2021 - March 2022**

NB – Where an organisation is a registered charity or a not for profit organisation, the hire charges below do not apply. Instead an administration charge is applicable along with any other charges as listed. All statutory bodies will be subject to the charges below.

|  |  |
| --- | --- |
| **Hire Type** | **Charge** |
| Small fairs\* – up to 8 rides (per 2 days) | £889.35 |
| Large fairs\* – not exceeding 17 rides (per 2 days) | £1,259.70 |
| Horse show/trials and other heavy events\* (per day) | £233.25 |
| Major events and circuses\* | Available on request |
| Smalls events\* – up to 750 people in attendance (per day) | £158.20 |
| Medium events\* – 751 to 1500 people in attendance (per day) | £256.90 |
| Large events\* – over 1500 people in attendance (per day) | £388.15 |
| Organised outdoor classes (half day session) | £15.85 |
| Organised outdoor exercise/fitness classes (annual) | £630.35 |
| Administrative charge for registered charities and not for profit organisations | £26.80 |
| Inflatable pitch hire ( or Marquee) | £16.05 |
| Catering units located on Council owned land | Available on request |
|  |  |
| **Other Charges** |  |
| Other small miscellaneous events | Available on request |
| Ground deposit | Available on request |
| Reinstating ground after an event | Available on request |
| Staff costs for attending an event | Available on request |
|  |  |

\*For non-operational days, charges will be reduced by half per day.

**Terms and Conditions of Hire**

**Interpretation**

“The Council” means Basildon Borough Council of St Martin’s Square, Basildon, Essex, SS14 1DL and its officers.

“The Hirer” means the person(s) or corporate body making Application for the use of the Premises.

“Premises” means whichever of the Council owned/managed land and building is the subject of the Application of hire, being [The Basildon Centre], [Basildon Town Centre], [Towngate Theatre], [The Place], [Basildon Sports Centre], [Wat Tyler Centre], parks and open spaces, and directly managed halls.

“Act of God” means but not limited to an event that directly and exclusively results from the occurrence of natural causes that could not have been prevented by the exercise of foresight or caution; an inevitable accident.

“Bookings Officer” means the Council officer responsible for processing the application.

“Scale of Charges” means the charges laid down by the Council on an annual basis.

“Trained First Aiders” means a First Aider who has undertaken training appropriate to the circumstance. They must hold a valid certificate of competence in either first aid at work and/or emergency first aid at work and/or any other level of training or qualification appropriate to the circumstance.

**Management of the Premises**

The Council is unable to accept bookings from persons under the age of 18 years. All Hirers are responsible for ensuring that no nuisance is caused to the Council, its staff, agents and visitors, or any other person by their use of the Premises or surrounding area e.g. noise and car parking nuisance.

The Hirer shall, during the hiring of the Premises, be responsible for the efficient supervision of the Premises, the effective control and orderly and safe admission and departure of all persons to and from the Premises, and the safe evacuation of the hired Premises in case of emergency.

The Hirer shall during the hiring of the Premises be responsible for the safety of the Premises and the preservation of good order and decency therein.

The Hirer shall adhere to any security and evacuation requirements of the Council.

**Supervision of Children**

It is vital that the ratio of adults to children is adequate to ensure safety. The standard ratios under the Children Act 2004 for children under 8 are as follows:

* under 2 years: 1 adult to 3 children
* under 3 years: 1 adult to 4 children
* under 8 years: 1 adult to 8 children

For children over 8 the recommended ratio is 2 adults for up to 20 children and 1 additional adult for every 10 extra children.

Where children are performing it is the express duty of the Hirer to ensure that all appropriate licences and permissions are in place. The Council reserves the right to request a copy of the documentation as proof and to cancel or refuse access and/or terminate this Agreement should this information not be provided prior to commencing performance.

**Safeguarding Children and Adults with Care and Support Needs**

The Hirer is responsible for the safeguarding of children, young people and adults with care and support needs and for their safety at all times. Hirers must provide a Safeguarding Policy upon the Council’s request. Failure to provide an adequate Safeguarding Policy as mentioned herein, the Council reserves the right to terminate this agreement immediately.

If the Hirer does not have their own Safeguarding Policy, the Hirer can agree to comply with the Council’s Safeguarding Policy and Procedures. The Council’s Safeguarding Policy demonstrates and guides Hirers on their responsibilities to safeguard children and adults with care and support needs from abuse, neglect or exploitation (under the Children Act 2004 and the Care Act 2014). The Council’s Safeguarding Policy and Procedures is available on the Council’s website: <http://www.basildon.gov.uk/article/4271/Safeguarding-Policy>.

In addition, the Hirer is responsible for the observance of the law regarding child protection, in particular that adults having continuing and close contact with children or adults with care and support needs, should have undergone a DBS (Disclosure & Barring Service) check. Visit the DBS website for more information: <https://www.gov.uk/government/organisations/disclosure-and-barring-service>.

The Hirer must provide all evidence of DBS checks upon the Council’s request. Failure to provide evidence of DBS documentation as mentioned herein, the Council reserves the right to terminate this agreement immediately.

Any incidents including but not exhaustive to injury and/or physical harm should be reported to the following agencies mentioned below and the Council immediately.

* The Family Operations Hub: 0345 603 7627 (for incidents involving children)
* Adult Social Care: 0345 603 7630 (for incidents involving adults)
* Essex Social Care Out-of-Hours: 0345 606 1212 (evenings and weekends, including bank holidays)

The Hirer is responsible for ensuring that persons carrying out supervision of children and adults with care and support needs are suitable to work with them.

**Loss or Damage & Cleaning Levy**

In the event that the Hirer or any of the Hirer’s guests, invitees or agents causes damage to the Premises or equipment and/or other property belonging to the Council during, or as a consequence of the hiring, the Hirer will be required to meet the costs of such loss or damage upon demand from the Council. The Council may make good any damage and recover any costs from the Hirer for such damage at a minimum charge of £40.00.

The Hirer will be charged for, but not exhaustive:

1. damage to any and all part of the Premises;
2. additional work caused by the Premises being left in an unacceptable condition;
3. if the Hirer does not vacate the Premises by the agreed time;
4. failure to comply with any of the conditions of hire.

The Council reserves the right to charge a damage or cleaning levy in the event of any issues detailed above. If the Premises is found to be in an unacceptable condition once the Hirer has vacated, the Council will calculate a pro-rata charge based on the length of time that the extra cleaning has taken or the cost of the damage to repair.

Any additional costs incurred will be payable immediately, or in the case of block bookers, will be added to the Hirer’s invoice.

**Responsibility for Loss of Property of the Hirer**

Except in the case of negligence or breach of statutory duty, the Council does not accept any responsibility for loss, theft or damage to any goods or property left, deposited or brought in the hired Premises or any part of the Premises.

The Hirer shall indemnify the Council and its officers against all actions, expenses, claims and demands arising out of or in any way connected with any such loss, theft or damage.

**Payment of Hire Charges**

An invoice will be raised post hire and should be received within 28 days of hire.

**Cancellation of Booking by the Hirer**

All cancellations must be sent via email to the Bookings Officer. The cancellation date will be the date of receipt not the date of the notification. The following cancellation conditions will apply:

* Less than 28 days’ notice: loss of total hire fee

**Cancellation or Termination of Hire by the Council**

The Council may terminate this Agreement of hire at any time if;

* it becomes aware of any fact indicating that it would not be in the interests of the Council to proceed with the hiring or which might otherwise prejudice the Council’s standing and responsibilities as a local authority or
* when the Premises are required for the purpose of any parliamentary, local or European election or for the purpose of civil emergency or any other event of local or national importance where the use of the Premises by the Council is essential for the Council to fulfil its functions and obligations as a local authority or partner.
* the Council becomes aware of any breach of terms and conditions within this Agreement.

The Council reserves the right to use the Premises at any time and to take priority over any bookings. The Council will endeavour to find suitable alternative accommodation where appropriate and give a minimum of 28 days’ notice of such use.

In the event of such cancellation or termination of hire, the Council will be limited to a full refund of deposit monies and any other payments made by the Hirer. It will not be liable to compensate the Hirer for any consequential financial or other loss whatsoever arising directly or indirectly as a consequence of such cancellation.

**Subletting**

The Hirer is not allowed to sublet or part with possession to a third party the whole or any part of the accommodation hire or charge an admission fee to the Premises, without the prior express written permission of the Council.

**Scale of Charges**

The scale of charges for the Premises shall be in accordance with the scale of charges laid down by the Council on an annual basis.

The Council reserves the right to vary the scale of charges, but it will honour an agreed charge for a confirmed booking at the time of variation of the scale.

**Health & Safety**

It is the responsibility of the Hirer to undertake their own risk assessment for any activities being undertaken on the Premises and to ensure full compliance by all those organising, performing and attending the booking. The risk assessments should be reviewed annually, or more frequently where there has been a change in activity or the activity involved is particularly hazardous. In the case of inappropriate/insufficient risk assessment of an activity or group, the Council reserves the right to suspend the booking/activity.

For more information on risk assessing, please visit the Health and Safety Executive website: [www.hse.gov.uk](http://www.hse.gov.uk).

**First Aid**

The Council do not provide first aid facilities and the Hirer should ensure that a sufficient number of Trained First Aiders are present during the hire period and that sufficient first aid supplies are available; this should be detailed in the risk assessment.

**Fire Safety**

The Hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other firefighting or fire detection equipment except in the case of emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closers. Fire doors must not be wedged or held open by any object whatsoever. The Hirer shall keep every corridor, passage, and exit of all rooms clear of obstruction and ready for use in an emergency.

Hirers should ensure that all materials brought onto the Premises are made from suitably fire resistant materials. Hirers should ensure that all due care and attention is paid to reducing the risk of fire.

The Council reserves the right to request copies of certification where applicable. Should the Hirer fail to produce copies of certification the Council reserves its right to suspend the booking/activity or to terminate this Agreement and any termination under this clause will be treated in the same manner as clause Cancellation and Termination of the Hire by the Council.

**Use of Equipment**

All electronic equipment brought onto the Premises must have appropriate PAT certification.

The Council reserves the right to request copies of certification where applicable. Should the Hirer fail to produce copies of certification the Council reserves its right to suspend the booking/activity or to terminate this Agreement and any termination under this clause will be treated in the same manner as clause Cancellation and Termination of the Hire by the Council.

**Structures**

Any tents, marquees or structures connected with the activities that are to take place are to be of a temporary and movable set up only and are to be located as agreed with the Council.

Care must be taken to ensure that all securing ropes, stakes and pegs are marked and their positions contained behind roped off areas to ensure they are not a hazard to the free movement of pedestrians on site.

**Temporary Marking**

The Hirer may be permitted to carry out temporary markings on the ground where necessary, subject to prior consultation with the Council to ensure that the materials to be used for marking purposes do not cause any lasting damage. Failure to consult with the Council and/or follow any agreements will lead to the withdrawal of consents, and any costs incurred by the Council will be payable immediately by the Hirer, or in the case of block bookers, will be added to the Hirer’s invoice.

**Inflatables**

For bookings involving the use of any bouncy castles or inflatables, the Hirer is responsible for setting up only in a safe environment and in safe weather conditions and completing all the relevant risk assessments. The Hirer must provide a copy of the supplier’s Public Liability Insurance and P.I.P.A. certificate or equivalent.  The Hirer is also responsible for monitoring and controlling the usage of the inflatable equipment.

**Release of Balloons into the Air**

Any planned activity which results in the release of balloons into the atmosphere when filled with helium, air or other gasses must have written permission of the Civil Aviation Authorities Air Space, Utilisation Section. The Hirer is required to obtain the necessary licence to allow the activity to take place.

**Vehicle Access & Restrictions**

Any vehicles that may be used to set out and recover equipment are not allowed across any playing pitches. Advice must be sought by the Hirer from the Council to determine the preferred route options from the defined access location off the highway and throughout the site. Vehicles must not be moved while the event is running.

The following provisions apply in relation to vehicles and vehicle movements:

* All vehicles must be marshalled by appropriate persons wearing high visibility equipment.
* Pedestrians have the right of way at all times.
* On no account must any vehicle be re-fuelled on the site.

**Food & Alcohol**

The sale of food and drink is not permitted without the Council’s prior permission. Where permitted, any food or drink sold, supplied or offered as prizes, must comply with all relevant food, health and safety legislation. It is the Hirer’s complete liability to ensure that each catering outlet has a current Food Hygiene Regulation Licence and is staffed by appropriately qualified staff. Food and/or drink business operators will be subject to inspection during trading times and all relevant safety documents must be available for inspection.

**Smoking**

The Council operates a smoke free policy, which applies in all Council establishments and within a 10-metre boundary of these establishments. This also applies to the use of electric cigarettes and the like.

**Failure of Lighting, Heating etc.**

No responsibility will be accepted or compensation paid by the Council in the event of loss or damage being suffered by the Hirer on account of failure of the lighting, heating or any other equipment in the hired Premises or any part of the Premises, as a result of Government restriction or Act of God which may cause the hired Premises to be temporarily closed or the hired Premises to be interrupted or cancelled.

**Noise & the Neighbours**

The Council encourages Hirers to respect and be mindful of the needs of our neighbours, to uphold high personal standards, and to conduct themselves with dignity. Noise levels should be kept at a reasonable level not to create a statutory noise nuisance.

**Animals**

Any animal which is part of any show, display or any other event on the hired Premises shall be treated in accordance with the best practices as recommended for the care and treatment of that animal by any ruling or government body appropriate to the keeping and/or training of such animal and shall not be subject to any ill treatment, cruelty or suffering of any kind. If in the opinion of the Council the foregoing requirements are not adhered to then the hire will be terminated.

The provision of live creatures as prizes is forbidden.

**Insurance**

The Council provides limited insurance cover in respect of its own buildings, furniture and fittings.  The Hirer’s attention is drawn to the fact that the insurance so provided does not extend to goods, equipment or things other than those provided by the Council.

Hirers will be required to provide proof of their current public liability insurance prior to commencement of any activities and/or event. Community groups and ‘not-for-profit’ organisations who require insurance cover can contact Community Risk Services who will assist in placing appropriate cover for a reasonable premium, call 020 7926 9305, e-mail [info@communityriskservices.com](mailto:info@communityriskservices.com) or visit [www.communityriskservices.com](http://www.communityriskservices.com).

**Bill Posting**

Hirers are reminded that it is illegal to advertise on the Council’s Premises by bill posting. The Council may recover any costs from the Hirer for the removal of illegal signs. Any costs incurred will be payable immediately, or in the case of block bookers, will be added to the Hirer’s invoice.

**Media**

No photography, filming/recording will be permitted without the prior permission of the Council. If filming is permitted, the person filming will be expected to have regard to privacy issues and obtain all necessary consents.

**Performing Rights Society (PRS)**

The Performing Rights Society (PRS) works on behalf of music composers and publishers to ensure that all royalties due on copyright are paid. A fee is payable for any booking where music (live or recorded) is played with the exception of family or domestic gatherings and faith groups (e.g. wedding receptions, birthday parties, anniversaries etc.).

**Phonographic Performance Limited (PPL)**

Phonographic Performance Limited (PPL) works on behalf of artists, record companies and musicians. PPL licences are a requirement for any event where recorded music is played with the same exceptions as PRS above (i.e. family or domestic gatherings and faith groups). However, it is the responsibility of the event organiser/music provider to obtain this licence. Confirmation that a valid licence has been obtained will be required prior to the Hirer’s event.

**Monitoring**

Any authorised Council Officer may monitor/inspect the activities within the Premises. If they spot a potential danger they will request the display/event organiser to correct the issue. Failure to carry out any reasonable request will result in the Council stopping the activity.

**Exclusions**

Any permissions which may need to be obtained from other organisations (e.g. the Police, Fire & Rescue, and Ambulance Services) must be acquired direct by the Hirer. The Hirer will need to meet all requirements imposed by the organisations and demonstrate to the Council that the necessary permissions have been sought and the imposed requirements met in full.

**Licensee**

Where an amendment to the normal licensing hours is required all requests must be made in writing to the Licensee of the Licence at least 8 weeks prior to the date the licence is required. The Licensee’s details is found under contact information in the site specific terms and conditions. No request will be considered unless the stated notice period is adhered to. The Council cannot guarantee the granting of any request for a licence variation.

**General Data Protection Regulations (GDPR)**

Please note that the Council will only request information necessary to process your booking in accordance with GDPR Regulations. The information provided is for Council use only and will not be passed on to any third party organisations.

For further information about how your data is used and for full details of our privacy policy, please see our website [www.basildon.gov.uk/privacy](http://www.basildon.gov.uk/privacy).

**Additional Information**

**Contact Information**

Please telephone 01268 533333 for Basildon Borough Council services, including:

* Park Events Bookings Team
* Environmental Health Services
* Insurance Services

**Fire Evacuation Procedures**

In the event of a fire, dial 999 immediately.

**Electric and Water Provision**

There are electric and water supplies available at only some parks and open spaces. If you would like to use these supplies please contact the bookings team to arrange the use of these.

**Litter & Refuse**

Arrangements for litter and refuse collection and disposal must be made by the event organiser and agreed by the bookings team prior to the event commencing.

**Temporary Toilet Facilities**

The event organiser will need to include the complete provision and full servicing of temporary toilet facilities providing for male, female and unisex disabled toilets where required. The Council’s Environmental Health Services can give advice on the ratio of provision relative to the anticipated numbers to attend as set out in British Standards 6465. It is therefore essential that an accurate assessment of attendees is made by the organiser

**Car Parking**

There are car parks available for use at some parks and open spaces. If additional capacity is required then it might be possible to arrange parking on the fields, (depending on the location in question and if weather conditions permit. Please contact the bookings team for more information.

**Declaration**

I declare that to the best of my knowledge all information provided on this application is correct. I have read and understood the Charges and Terms and Conditions for the use of the venue and agree to abide by these and any special conditions imposed in the application to hold an event.

|  |  |  |
| --- | --- | --- |
| Signature of Applicant:  (Or if the applicant is a company, signed by the duly authorised representative of the company) |  | |
| Date of Application: |  | |
| Please return form to: | Email | [parkevents@basildon.gov.uk](mailto:parkevents@basildon.gov.uk) |
| Address | Parks Events Bookings  Leisure Services  Towngate Theatre  St Martin’s Square  Basildon  Essex  SS14 1DL |

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see [National Fraud Initiative - Fair Processing Notice](http://www.basildon.gov.uk/article/2903/National-Fraud-Initiative---Fair-Processing-Notice).

**If you would like to find out more about how Basildon Borough Council use your personal data please go to** [**www.basildon.gov.uk/privacy**](http://www.basildon.gov.uk/privacy)

