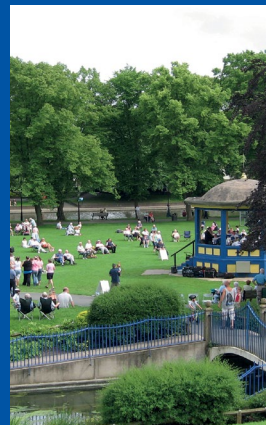


WYCHAVON

Events guidance notes 2023



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Supporting notes

It is the event organisers responsibility to obtain all relevant licenses and permissions required to run the event legally.

Note 1

All documentation, which means the application form, the overall risk assessment, a copy of the public liability insurance, the deposit and hire charge must be produced and received by Client Services (Parks) at least 28 days before the event. Failure to comply may result in the council refusing to grant permission for the holding of the event - see clause 4 of terms and conditions or refusal of bookings and cancellation.

Note 2

Scale of charges

As events differ widely in their nature and content there is no set list of rates. Charges to be made will be assessed when the details of the event are known.

Booking fee

There will be a booking fee of £55 for all events to help towards covering administration costs.

Deposit

There will usually be a deposit required against damage to the park/open space. The deposit will be refunded less any additional costs incurred by the council as a result of the event.

Hire charge

Commercial events will always be charged at the market rate applicable to the type of event and area required.

There may not be a charge for charity events but this will depend on the nature of the event. (Charges exclude VAT).

Prices will be for the hire of a limited part of the whole area of the individual park or meadow. The hire of the whole of a park or meadow will not normally be permitted except for events run by Wychavon District Council.

Note 3

- a If any music is to be played that is not an original composition, a fee will need to be paid direct to the Performing Rights Society. Please contact them directly www.prsformusic.com

- b A Public Entertainment License (PEL) may be required if your event is public and consists of music, dancing, singing or similar. A theatre license is required for the performance of a play i.e. travelling theatre companies. For further information organisers should contact Worcestershire Regulatory Services on www.worcsregservices.gov.uk

Note 4

Toilet opening times

All toilets are closed on Christmas and New Years Day.

Viaduct Meadow, Evesham

Opening hours - 8am - 6pm; closed on Christmas and New Year's Day.

Waterside, Workman Gardens

Opening hours - 8am - 6pm; closed on Christmas and New Year's Day.

Workman Gardens, Evesham

Opening hours- 8am - 6pm; closed on Christmas and New Years Day.

Abbey Park, Pershore

Opening hours - 8am - 6pm; closed on Christmas and New Year's Day.

Lido Park, Droitwich Spa

Opening hours - 1 April - 30 November: 8am - 6pm;
Disabled only 1 December -31 March: 8am - 4pm;
closed on Christmas and New Year's Day.

Abbey Park, Evesham

Opening hours - 1 April - 30 November: 8am - 6pm;
Disabled only 1 December -31 March: 8am - 4pm;
closed on Christmas and New Year's Day.

If the above facilities are required in line with your event and you require extended opening hours, please contact Client Services on 01386 565399 (9am - 5pm, Monday - Friday) or email client.services@wychavon.gov.uk

Note 5

- The Hirer should ensure that the site is regularly litter-picked during the event and at the end of each day to ensure that the council's obligations under the Environmental Protection Act 1990 - Code of Practice on Litter and Refuse is discharged. If the event organiser fails to do this then the council reserves the right to carry out the works in default and charge the Hirer the cost incurred.

- It is the Hirer's responsibility to arrange removal of all rubbish from the site within 24 hours of the event finishing. You will not be permitted to use any council skip/litter bins etc. for disposal unless prior arrangement and payment has been made for additional bins to be supplied.

Note 6

None of the parks or open spaces are licensed for the provision of alcohol. Should we agree to you providing alcohol, you will need to apply for a temporary event notice.

You can apply online: www.gov.uk/apply-for-licence/temporary-event-notice/wychavon/apply-1

Note 7

Once authorisation has been given to hold an event the type, content or size of the event cannot be altered without gaining further permission from the council.

Note 8

No overnight camping will be permitted without written consent from the council's Senior Parks and Greenspace Officer.

Note 9

For guidance on electrical supplies please see section 14.3.

Limited electricity supplies are available in Crown Meadow, Workman Gardens, Lido Park Bandstand and Abbey Park Pershore and Evesham Bandstands. Use of these must be agreed with the council's Parks Team. There will usually be a minimum charge of £50 for the use of electricity, to be agreed with Parks Officer.

Note 10

The council reserves the right to remove any unauthorised advertising and to recover the cost incurred from the event organisers.

Note 11

Catering rights have been granted on Crown Meadow, Abbey Park Evesham and Pershore. This also includes Workman Gardens, Vines Park and Lido Park.

Exceptions to these catering rights will be at the discretion of the council. Please contact Property Dept on the information below for further details.

Useful contacts

Wychavon District Council

Civic Centre, Queen Elizabeth Drive, Pershore,
Worcestershire. WR10 1PT
Tel: 01386 565000

Park Event Enquiries

Tel: 01386 565414
Email: parks.email@wychavon.gov.uk

Refuse Collection

Tel: 01386 565018 Option 1
Email: wychavon@fccenvironment.co.uk

Toilets

Tel: 01386 565399

Legal Services

Road Closure Order
Tel: 01684 862366
Email: julie.brain@malvernhillis.gov.uk

Worcestershire Regulatory Services Environmental Health Officer

Tel: 01905 822799

Worcestershire Regulatory Services Licensing Officer

Tel: 01905 822799

Worcestershire Regulatory Services Food Safety Officer

Tel: 01905 822799

Worcestershire Hub - highways directional signs

Tel: 0845 607 2005

West Mercia Constabulary

Hindlip Hall, Worcester Tel: 0845 744 4888

British Red Cross

Bradbury Court Berkley Business Park,
Wainwright Road, Worcester, WR4 9FA
Tel: 0844 871 8000

St John Ambulance

Barnsley Hall Drive, Bromsgrove, B61 0EX
Tel 01527 576300

Catering rights:

Tel: 01386 565000
Email: property@wychavon.gov.uk

Terms and conditions for use of parks, meadows, gardens and open spaces

1 Definitions

- 1.1 **“Conditions”** means these booking conditions which shall form part of the contract between the council and the Hirer.
- 1.2 **“Council”** means Wychavon District Council, Civic Centre, Queen Elizabeth Drive, Pershore, Worcestershire. WR10 1PT and includes its successors in title.
- 1.3 **“Due Date”** means 28 days prior to the date of the Event.
- 1.4 **“Event”** means the purpose for which the Venue has been booked.
- 1.5 **“Hirer”** means the event organiser i.e. the individual or the representative of the organisation booking the event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.6 **“The Authorised Officer”** is the Head of Community Services of the council and for the purposes of these conditions any other officer of the council authorised by him to act in his name.
- 1.7 **“Venue”** means the location booked for the Event and shown edged in red on the attached plan including the immediate surrounding area open to the public.
- 1.8 The term **“in writing”** includes email contact.
- 1.9 The term hard copy means a physical document.

2 Payment

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the council shall have the right to cancel the booking immediately.
- 2.2 The Hirer will be liable for the full cost of the provision of any services (where available) by the council, e.g. electricity, water, etc over and above the hire charge for the Event.
- 2.3 The council reserves the right to alter charges or fees at any time without prior notice, other than by publication.

3 Deposit

- 3.1 A deposit of between £100 and £2000 (depending on the event) will be required and must be paid to the council 28 days prior to the Event. The deposit may be paid in and will be refunded within 14 days of the end of the event provided no damage or failure to comply with the councils requirements has occurred. If there is damage to the Venue, keys or facilities or additional costs incurred by the council, such as additional litter collection, the cost will be deducted from the deposit and the balance returned. Should the costs exceed the deposit the council will issue an invoice.

4 Refusal of booking and cancellation

- 4.1 The council reserves the right to refuse any application for the hiring of a venue without being required to give any reason for such refusal.
- 4.2 The council reserves the right to withdraw permission to use the Venue and will repay any deposits paid when the council cancel a hiring. However the council shall accept no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.
- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the council's Authorised Officer.
- 4.4 On cancellation of the booking the Hirer shall be liable to the council for the whole of the hire charge together with any additional expenses incurred by the council, subject to the discretionary power of the Authorised Officer to vary the provision in appropriate cases.
- 4.5 If the event does not proceed, we are not required to reimburse the booking charge, unless the event has been cancelled due to natural circumstances (e.g. flooding of site).
- 4.6 Substitution and amendments to the nature of the booking must be notified in writing to the Authorised Officer who reserves the right either to cancel the booking or amend the hire.
- 4.7 The council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

5 Emergencies

- 5.1** The council shall have the right to cancel any booking immediately in the event that the Venue is affected by an emergency of any kind. The council will consider refunding part or all of any fees and charges paid and the amount shall be at the council's discretion.

6 Use of the venue

- 6.1** The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the Event. The Hirer shall further ensure that the council's obligations under the Environmental Protection Act 1990 - Code of Practice on litter and refuse are discharged.
- 6.2** The Hirer must clear the Venue and surrounding area of any litter and debris within 24 hours of the end of the Event to the satisfaction of the Authorised Officer. Otherwise the council will undertake the work, in default, and impose an additional charge to cover its cost.
- 6.3** The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the council whether forming part of the hire or not. Repair work must be carried out by the council authorised contractors.
- 6.4** The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Authorised Officer. The council accepts no responsibility for any property left at the Venue before, during or after the Event.
- 6.5** If the Hirer fails to perform any of its obligations set out in clauses 6.1: 6.2 and 6.3 above the council reserves the right to perform any such obligations and any costs incurred by the council in the performance of such obligations shall be borne by the Hirer.
- 6.6** The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these conditions
- 6.7** The Hirer is responsible for the supervision and control of the Event participants, officials, visitors and spectators.
- 6.8** The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the council.
- 6.9** The hiring does not entitle the Hirer to use or enter the Venue at any time other than the specified hours for which the Venue has been

hired unless prior arrangements have been made with the Authorised Officer.

- 6.10** The council does not normally permit camping / overnight stays on any of the Venues. If you consider this essential to your Event, please indicate on the application form and discuss details with the Senior Parks and Greenspace Officer.
- 6.11** The Hirer shall not excavate or drill pinning holes or holes for any other reason into the Venue except with the prior written consent of the council.
- 6.12** The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 6.13** The Hirer shall ensure that no vehicles are driven across grass areas when weather conditions are such that damage will be caused to the turf. The Hirer will ensure vehicle access points are only open to enable event vehicles on and off site and they are to remain locked at all other times. The Hirer is responsible for any issues /costs resulting from failure to comply with this.
- 6.14** The Hirer shall ensure that pedestrians are allowed unrestricted access along the public footpaths surrounding the Venue.
- 6.15** The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue.
- 6.16** Where the council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the Due Date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication Fairgrounds and Amusement Parks - guidance on safe practice published by the health and safety executive, and all other statutory requirements.
- 6.17** The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the area immediately surrounding the Venue.

Where the person hiring the Venue intends to use fireworks or any pyrotechnical articles as part of any entertainment, they should have regard to the impact of noise on local residents and their pets and, where our land abuts onto agricultural land, any livestock or horses occupying neighbouring fields.

Where pyrotechnical experts are engaged to construct organised firework displays they should be told to ensure that:

- i. Overall the disturbance created is limited by ensuring displays finish well before the times laid down in the law (11pm other than Bonfire Night (Midnight), New Year, Diwali, Chinese New Year (1am.)
 - ii. Where displays take place in reasonable proximity to residential properties, fireworks selection should be designed to have a limited impact on those residents, possibly with the exception of apparatus designed as a finale,
 - iii. Where there are likely to be one or more extremely loud fireworks, the display organiser should make every effort to inform local residents of the nature and timing of the event to make them aware of the likelihood of disturbance.
- 6.18** The Event must cease at the time agreed on the application form and all clearing up operations must be completed by 24 hours after the Event finishes.
- 6.19** The council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Authorised Officer.
- 6.20** The council does not give any warranty as to the suitability of the Venue for the purpose envisaged and it will be for the Hirer to satisfy themselves in this regard. For certain Events the Venue will be inspected by the Authorised Officer and if he or she deems the facilities to be unfit then the Event will not be allowed to take place.
- 6.21** The sale or consumption of alcoholic drinks is strictly prohibited, unless prior written permission has been obtained from the council and the necessary licences obtained by the Event Organiser.
- 6.22** The Hirer will not allow at the Event any exhibition prizes, performance or entertainment in which animals including fish are or might be involved without prior written authorisation from the council.
- 6.23** The Hirer will not permit the operation or release of any high flying object without the prior written consent of the council, and Civil Aviation Authority. and the airport. The launching of Chinese lanterns from the Venue or any other area of the council's land is strictly prohibited.
- 6.24** It is the responsibility of the Hirer to liaise with the council's Authorised Officer and the West Mercia Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Authorised Officer and the West Mercia Police regarding traffic management.
- 6.25** The Hirer agrees that where the Venue is to be used during the hours of darkness then he/ she will provide appropriate lighting to cover all areas to which the public are admitted or have access.
- 6.26** The Hirer shall not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, CFC or any oil, electrical, gas or other apparatus without the written approval of the council.
- 6.27** The Hirer shall obtain approval from the council for the use of a generator at the event. If such approval shall be granted the Hirer must ensure that any generators permitted at the Event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public and to provide protective matting to cover any service cables.
- 6.28** The Hirer shall not bring, place or erect any signs, fittings or structures nor place or fix any additional or decorative lighting in or on any parts of the Venue including trees and furniture without the prior written consent of the council.
- 6.29** The use of any public address system at the Event must be first agreed in writing by the council and must be operated so as not to cause a noise nuisance in breach of clause 6.18.
- 6.30** Any necessary licences must be obtained by the Hirer.
- 6.31** The Hirer shall repay to the council on demand the cost, as certified by the Authorised Officer, of reinstating, repairing over placing or cleansing any part of, or property in, the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The council's valuation of any damage/loss is final.
- 6.32**
- (a) The Hirer shall during the hiring be responsible for:
 - i) the effective supervision of the Event and of all available facilities including the effective control of children, dogs and other animals and the orderly and safe admission and departure of persons to and from the Event and the orderly and safe clearance of the Venue in case of emergency.
 - ii) the safety of all facilities available at the event and the preservation of good order and decency.
 - b) If the Hirer fails to observe and perform any one or more of the stipulations contained in these conditions the council may:

- i) charge to and recover from the Hirer any expenses incurred by the council in engaging police officers, or other persons to secure such observance or performance.

6.33 The Hirer, his helpers, agents and contractors shall during the hiring and during such other times as they or any of them shall be at the Venue for the Event comply with all reasonable requirements of the Authorised Officer

6.34 Hirers of the Crown Meadow, Evesham should not park on or obstruct the access road to the Meadow or to the Rowing Club.

6.35 **Vines Park** has specific guidance notes (see section 21).

7 Right of entry

7.1 Authorised council officers or members shall be permitted entry to the Venue at all times during the period of hire.

7.2 The council reserves the right to refuse admission to or evict any person from the Venue.

7.3 The council reserves the right to fix a maximum limit for the number of persons attending the Event.

8 Assignment

8.1 The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred; the Hirer shall not be permitted to assign the benefit or burden of any part of this agreement, or sublet or subcontract any part of the facility without the prior written consent of the council.

9 Prohibition

9.1 The Hirer shall not stage or engage in any activities that might be deemed to be ancillary to the main purpose of the booking, e.g. catering, stalls, raffles and any other fund raising/income earning activities without the prior written consent of the council.

10 Broadcasting and television

10.1 The Hirer may not carry out or allow or permit to be carried out any photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the period of hire without the prior written consent of the council. If such consent is given, the council reserves the right to be a party to any negotiations and the terms and conditions of any agreements reached and to share any income and publicity derived there from.

11 Advertisements

11.1 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or requirements, however, wherever and by whomever caused, permitted or made then the Hirer shall reimburse or refund to the council the cost of removing any such unauthorised or illicit advertisements or advertising material.

12 Fly posting

12.1 No advertising material is to be displayed anywhere on the Venue or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.

13 Licences and permits

13.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the council or otherwise, before the Event may take place and shall produce to the council on demand the original and copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the council reserves the right to cancel the booking forthwith.

13.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.

13.3 The Hirer that shall or may contravene the terms and conditions of any licence (e.g. Public Entertainments Licence), permit and/or licences or consent issued in respect of the Venue.

14 Health and safety

14.1 The Hirer will undertake an overall risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant health and safety legislation or any other guidelines, relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event. This document must be provided to the Senior Parks and Greenspace Officer at least 28 days before the Due Date.

14.2 The Hirer will complete/check all risk assessments for all participants and by completing the application certifies that they are satisfied with the actions taken. Whilst the council requests sight of the overall risk assessment this is solely to check it has been completed and not to check or approve the contents. That is the Hirers responsibility.

14.3

Electrical safety – conditions of use

This information is to help organisers and others plan use and manage electrical equipment at an event safely. The following applies to the use of any electrical equipment or power supplies at any Council location or organised event, including the use of portable generators.

Provision of supply and repairs

With regard to the electrical supply, the only involvement the council has with any event is to allow the use of the plug-in power terminals on certain sites which are tested annually. Should Event organisers wish to use these terminals there is a fee payable and they will need to contact Client Services to gain permission and collect the applicable keys or request padlock codes. Also, in advance of the event, they will need to test on site the equipment they plan to use, as we cannot guarantee the supply will be working, or organise repairs at short notice. We would strongly recommend having a back-up provision such as a portable generator on site. If an Event site visit is made by an Authorised Council Officer or representative and safety issues are observed, the Event may be shut down until these are resolved.

Your duties as the Hirer

The Hirer, contractors and others using electrical equipment must do all that is reasonably practicable to ensure that electrical installations and equipment at an event are properly selected, installed and maintained so as not to cause death or injury. You must be able to show evidence of this, which could be a manufacturer's test certificate, electrical test label (in date) etc. on request. All equipment must be used in accordance with the manufacturers' instructions. The applicant agrees to these requirements and agrees to follow the guidelines below by signing the event application form.

The following guidelines are taken from the HSE website www.hse.gov.uk/event-safety/electrical-safety.htm:

What you should know

The following guidance will be useful and should be read in conjunction with GS50 which outlines the risks, your legal duties, and general advice on managing electrical safety. It also gives more specific advice on ways to prevent electrical danger at fixed electrical installations.

For full details of GS50 see website: www.hse.gov.uk/pubns/g50.htm

Guidance: Planning and managing temporary electrical installations

Consider the following:

On the site

- Layout (performance areas, traders, public areas, access routes etc.)
- Power requirements.
- Details of and access to any mains (utility) power supply.
- Location of any existing overhead power lines
- Environmental conditions.
- Electrical environment as defined in BS7909.
- Emergency lighting/power.

At the event

- Timetable of power requirements.
- Use of generators.
- Earthing.
- Main isolators controlling the electrical supplies to the stage lighting, sound, special effects, emergency lighting and lifting equipment.
- Special power supplies for some equipment, eg non-UK equipment, hoists, portable tools etc.
- Electrical requirements for emergency lighting and exit signs.
- Power supplies for catering equipment, first-aid points, incident control room, CCTV cameras etc.
- Power supplies for heating or air conditioning.
- Control and restriction of access to electrical installations by unauthorised people.
- Use and/or integration of renewable power sources such as solar cells or wind power and associated equipment such as inverters.
- Use of battery charged equipment (e.g. radio communication equipment for event staff).

Temporary installation

Where possible, locate the main electrical intakes and/or generator enclosures where they are accessible for normal operations or emergencies, but segregated from public areas of the Venue. Display danger warning signs around the intake or enclosure.

Protect electrical equipment that could be exposed to rain or other adverse conditions with suitable and sufficient covers, enclosures or shelters. As far as practicable, locate all electrical equipment so that members of the public or unauthorised workers cannot touch it.

Cabling

Select and rate all cables to meet electrical safety standards and to withstand any unusual environmental or adverse weather conditions.

Route cables to minimise tripping hazards or potential mechanical damage, and in a position that allows them to be safely installed and removed. Give particular care to the position of cable connections.

You can also use cable ramps or similar to protect cables running overground across route ways to help avoid them becoming tripping hazards.

Running cables alongside existing or temporary fence lines is advisable and it is important to segregate vehicle traffic and cable routes wherever possible. If this can't be achieved, you can route the cable by a cable bridge, a supporting catenary or cable ramps.

If the cable is to be routed using a cable bridge or catenary, a height of not less than 5.8m is advisable to make sure that most vehicles can pass beneath it. Advisory notices, warning of the location of the overhead cables, should be clearly displayed in both directions. Use fences to segregate roadways from overhead cables running parallel to the roadway to prevent inadvertent contact. No underground cabling is permitted on WDC sites.

Examples

Most eventualities will be covered in these guidelines but we would particularly draw your attention to concerns that have arisen from previous events:

- Cables being strung overhead too low and without wire supports to prevent them being pulled down.
- Equipment being used that overloads the supply.
- Practical issues not being considered such as heavy transformers being placed at height causing a risk of them being pulled off and falling onto people.
- Waterproof connections not being used (must be used at all times).
- Public not protected from working generators
- Electrical equipment accessible to public.

14.4

Inflatables

It is the Hirer's responsibility to ensure that any inflatables that are brought onto the Venue are certificated as safe. Guidance can be obtained from

www.rospa.com and www.pipa.org.uk/standards.html

15 Indemnity and insurance

- 15.1** As far as it is permitted by law, the council excludes all liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person at the Venue.
- 15.2** The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person(s) sustained by any person(s) at the Venue.
- 15.3** The Hirer must 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.
- 15.4** The Hirer must take out public liability insurance cover or third party risks [including products liability where appropriate] for a minimum of £5 million and produce evidence of such insurance to the Authorised Officer 28 days before the Event is due to take place.
- 15.5** The Hirer may be required to produce evidence of the existence of public liability insurance at such level as required by the council in respect of any exhibitor, ground entertainer, subcontractor, caterer which the Hirer has instructed or authorised to appear at the Event.
- 15.6** Failure to provide proof of insurance cover as required under clause 15.4 and 15.5 prior to the Due Date may result in the council refusing to grant permission for the holding of the Event.
- 15.7** The council will not accept any liability in respect of any damage or theft or loss of property brought into or left at the Venue either by the Hirer or by any other person, or left with any officer or servant of the council and the Hirer shall indemnify the council and their officer and servants in respect thereof save to the extent such damage or theft or loss is attributable to the negligence of the council.
- 15.8** The council shall not be liable for any loss due to any government restriction or act of God which may cause the Venue to be closed temporarily or the hiring to be interrupted or cancelled nor for any loss due to the breakdown of machinery, failure or supply of electricity or water or fire save to the extent such loss is not attributable to the negligence of the council.

15.9 The council will not accept any liability for the Venue being unavailable for the purpose for which it has been hired and reserves the right to cancel and amend any such booking without notice. This includes late opening and/ or any early closing of the Venue.

16 Catering

16.1 All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer.

16.2 Catering rights have been granted for the sale of ice cream, teas, minerals, confectionery etc. on the Crown Meadow, Workmans Gardens and Abbey Park, Evesham; Abbey Park, Pershore and Lido Park and Vines Park. Exceptions to these catering rights will be at the discretion of the council. For further information contact Client Services (Parks), Tel: 01386 565000.

17 Traders

17.1 No commercial traders will be permitted to trade at the Venue without the prior written consent of the council.

18 Collections or lotteries

18.1 No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the council.

19 Property not removed

19.1 The council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay to the council on demand the costs of such removal and storage. The council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the Hirer not claiming within 28 days. The proceeds of any such sale shall be the retained by the council.

20 Variations to agreement

20.1 The council reserves the right to vary the conditions of the agreement between the council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

21 Guidance notes for the hire of Wychavon District Council Vines Park

Axle Weight
The total weight transmitted to the road by all the wheels on one axle.

Recommended description	Identifier	Identifier
No rear side windows Light Goods Vehicles	2	2

21.1 The bridge over the river Salwarpe has a 3 tonne axle weight restriction and a 2.6 metre width restriction, which must be adhered too - see below for guidance.

21.2 The Hirer may, by prior agreement, (via the events pack) arrange for designated vehicles to overnight stay specifically tasked for security.

21.3 The number of trips to the park is to be restricted on Event set up and Event dismantling controlled by the Hirer to ensure the safety of Events staff and members of the public using the park and to ensure the bridge is not overused.

21.4 It will be up to the Hirer to plan the numbers of vehicle accesses required report this on the events form and to monitor this on site. The Parks Officer will make random checks to ensure these guidelines are being followed.

21.5 All vehicles are to be removed off site prior to the opening / start of an event.

21.6 The use of stakes or pins is not authorised. For marquees and tents please use weights ONLY. The site is a scheduled ancient monument.

Guidance notes on organising an event

This guidance pack has been designed to provide information to organisations wishing to arrange an event at a Wychavon District Council venue. The forms contained within the pack can be used for all events regardless of size, however some parts may not be relevant for smaller events.

The guide gives general advice that should be used when arranging any type of event. However, it must be remembered that events can be extremely diverse, ranging from a simple summer fete, to a large outdoor carnival and therefore this guidance cannot be considered exhaustive.

Please note that all the planning tips and information detailed here is for guidance only and it is for the event organiser to be satisfied that it has undertaken all checks and compliances that are needed for their event.

The council accepts no liability howsoever arising for any loss damage injury or death that is linked in anyway to the Event.

If for example a licence to sell alcohol is required it is for the Hirer to apply for and obtain the licence before completing this application or if a risk assessment identifies a fire hazard, it is the responsibility of the Hirer/event organiser to ascertain from Hereford and Worcester fires service that the proposed Event will meet the fire services requirements.

Risk assessment

Please remember that organisers of an event have a legal responsibility to ensure the health, safety and Welfare of any employees, volunteer helpers or contractors involved in arranging the event and to the public and participants attending. This should be ensured by carrying out a detailed risk assessment. All hazards associated with the Event should be identified, the level of risk assessed and appropriate action taken to reduce these risks to an acceptable level. All events must comply with recognised safety standards and you must take all reasonable precautions to ensure the Event takes place safely.

The Hirer should keep a formal record of all the risk assessments for the individual participants in the event. A simple guidance note and an example form is provided with this pack which can be photocopied for use by the individual activities/providers/stall holders etc.

For example where the Event consists of more than one attraction eg. a summer fete with lots of stalls a written risk assessment should be obtained from each provider and kept by the Hirer for their records in case of a legal claim.

Any contractors involved in the Event should also carry out risk assessments. Where relevant, the Hirer should obtain copies of these for their records.

Please note that the council asks to see a copy of your completed overall risk assessment (covering the general aspects of the Venue and the activities) to check you have met your legal obligation to have one. We do not check or endorse the content in any way. It is the Hirer's sole responsibility. The council accepts no liability in respect of any risk assessments submitted.

More information regarding risk assessments can be obtained from www.hsebooks.co.uk (HSE priced publications are also available from bookshops).

Stage 1 Pre-planning

Detailed preplanning is essential to ensure the event is successful. The following need to be considered at this stage:

Where

Make sure the Venue you have chosen, is suitable for the Event. Don't forget to consider the impact on the local community, how easy it will be for people to get to the Venue and any car parking requirements. Consider the suitability of the Venue and any existing hazards, which may be on the site such as water hazards, overhead power lines etc. Consider whether or not emergency routes will be adequate.

When

Consider the time of year, including what would happen in extreme weather conditions at an outside event. The day of the week and time will also need consideration regarding the nature of the event, noise and ease of travel etc. You will probably need to arrange lighting for an evening function. The Event should not clash with any other major events in the area.

Who

Identify the aims of the Event. Are particular groups or types of people to be targeted, such as young children, teenagers, the elderly or disabled? If so, specific facilities may be required to accommodate them or additional stewards to ensure adequate safety standards are maintained.

What

Decide on the type of activities to be held. Will there be any specific hazards such as animals or water sports? if possible also try to establish the size of the proposed Event.

Specialist equipment

Will the activities require the use of any specialist equipment such as bouncy castles etc? If so, does this equipment pose any specific hazards? Will a particular activity need barriers etc? Some equipment may require certificates of erection by a competent person.

Code of practice

For larger Events there will be a need to comply with guidance particularly the Code of Practice for outdoor events published by the National Outdoor Events Association Tel: 01749 674 531, which gives advice on structures, marquees, tents and electrical matters. The HSE guide to safety at events is also a very useful reference document.

Welfare arrangements

The organiser must estimate the number of attendees to the Event and consider its duration. Toilet and first aid requirements should be based on these estimations. Permanent toilets should be checked for adequacy and maintained during the Event. The provision of drinking water will be necessary. Depending upon the scale of the Event, refreshments and other facilities may be required. Provision also needs to be made for lost children, missing persons, baby changing and lost property.

Toilet ratios: Females: 1 toilet per every 100.

Males: 1 toilet per first 100, 2 toilets per 101-500, 3 toilets per 501-1000. For an event of: 8 hours = full quota of toilets. 6 hours = 80% 4-6 hours = 75% less than 4 hours = 70% and sanitary provision for people with special needs.

Insurance

All Events will require public liability insurance. All contractors and performers will also need their own public liability cover with a minimum of £5 million Limit of Indemnity. Depending upon the nature of your organisation and the proposed Event other insurances may also be required. Quotations should be obtained from your insurance provider.

Timescale

Set out the proposed timescale and give yourself as much time as possible to organise the Event. You may need as much as 9 to 12 months planning. Some specialist advice may be required, and special permission could take time. Do not forget the summer can be a busy time with a number of events taking place within your area.

Event plan

This should include all your health and safety arrangements. Once you have resolved all the issues referred to above, keep records of the proposals as a formal plan for the Event. This will help you when carrying out your risk assessments.

Stage 2 - Organising the event

Once you have decided on the fundamental objectives behind the activities, you can then start to organise the event in detail. Remember to write things down as you go and to keep the event plan up to date.

Establish a committee

Identify specific responsibilities for all committee members. One person should be identified as the event manager and be responsible for liaison with other organisations such as the council, the local police force and other emergency services. One person, with suitable experience, should be given overall responsibility for health and safety and another person co-ordination and supervision of stewards.

Liaison contact

Contact your local emergency services (Fire, Police, Ambulance) and advise them of your event and request information on what emergency service cover is required specific to your event. A list of useful contacts is included in this guidance pack

Site plan

Site plans can be requested by emailing parks.email@wychavon.gov.uk. Please use the provided plans to mark out your event layout on site. Including parking and emergency evacuation paths.

Emergency plan

A formal plan should be established to deal with any emergency situations, which may arise during the Event. The complexity of this will depend upon size and nature of the event itself. A simple easy to follow plan will be acceptable for a small event. You may have to liaise with the emergency services, local hospitals and the council's emergency planning officer and create a planning team to consider all potential major incidents and how you would deal with them. Organisers of larger events may wish to contact the council for further information.

Temporary structures

Many events will require temporary structures such as staging, tents, marquees, stalls etc.

Decide where this equipment is to be obtained, who will erect it and what safety checks will be required. The location of any such structures should be identified on the site plan. Consider whether barriers will be required to protect the public against specific hazards such as moving machinery, barbecues, vehicles and any other dangerous displays etc. In some cases, barriers will need to have specified safety loadings dependant upon the number of people likely to attend. Temporary structures should only be obtained from experienced suppliers.

Catering

Ensure any caterers have been licensed by their local authority and that they will be sensibly positioned such as away from children's activity areas and near to water supplies etc. Adequate space should be left between catering facilities to prevent any risk of fire spread. Ask to see caterers' food hygiene certification. You may wish to use only caterers who are members of the Mobile Outside Caterers Association. You should obtain a list of their menus and charges to ensure their prices are reasonable. Advice on all aspects of food hygiene at the event can be obtained from Worcestershire Regulatory Services.

Catering rights have been granted for the sale of ice cream, teas, meals, confectionery etc. on the Crown Meadow, Workman Gardens, Abbey Park Evesham and Pershore and Lido Droitwich and Vines Park. Exceptions to these catering rights will be at the discretion of the council. Event organisers cannot therefore arrange for other caterers on these sites without gaining permission.

Stewards

All stewards must be over 18. Stewards must be fully briefed on all aspects of the event including crowd control and emergency arrangements. At larger events written instructions, site plans and checklists should be provided to them. It is important that stewards can be easily identified by the public and that they can effectively communicate with each other, their supervisor, the person responsible for health and safety, and the event manager. All stewards should be properly trained and competent as they will need to be constantly on the lookout for hazards, which could develop during the Event. They may also be required to guide vehicles, clear emergency exits, and sort out any behavioural problems. Stewards may require personal protective clothing such as hats, boots, gloves or coats. For evening events, they may need to be issued with torches. At all day events, duty rotas will be required.

Crowd control

The type of event and the numbers attending will determine the measures needed.

Consideration will need to be given to the number and positioning of barriers, and the provision of a public address system.

Numbers

The maximum number of people the Event can safely hold must be established. This may be reduced dependant upon the activities being planned. The numbers of people attending the event may have to be counted to prevent overcrowding. Remember that one particular attraction may draw large numbers of visitors.

Provision for the disabled

Specific arrangements should be made to ensure disabled visitors have adequate facilities, parking and specific viewing areas and can safely enjoy the event

Security

Depending upon the nature of the Event, specific security arrangements may be necessary, including arrangements for securing property overnight. Cash collection should be planned to ensure this is kept to a minimum at collection points and that regular collections are made to a secure area. Following your risk assessment, stewards or helpers collecting cash may require money belts or other carrying facilities. Counting and banking arrangements should be given careful consideration.

On-site traffic

Contractors and/or performers vehicles and other traffic should be carefully managed to ensure segregation from pedestrians. It may be necessary to only permit vehicular access at specific times and not during the event itself. Separate entrances should be provided for vehicles and pedestrians with specific arrangements for emergency vehicle access.

Off-site traffic

Unplanned and uncontrolled access to and exit from a site can result in a serious accident. Traffic control both inside and outside the site should be discussed with the police. Adequate signs and directions should be provided in prominent positions on the approaches to the entrances. If signs on the highway, traffic diversions and/or the placement of cones are required then an application must be made for a traffic regulation order and/or approval from the highway authority. For further information on Road Closure Order please contact: The Legal Section at Wychavon District Council. Tel: 01386 565477 for further information on Directional Signs please contact: The Worcestershire Hub 0845 6072005.

Contractors

All contractors should be vetted to ensure they are competent to undertake the tasks required of them. Wherever possible personal references should be obtained and followed up. Ask contractors for a copy of their safety policy and risk assessments, and satisfy yourself that they will perform the task safely. Always ask to see their public liability insurance certificate, which should provide a limit of indemnity of at least £5 million. Provide contractors with a copy of the Event plan and arrange liaison meetings to ensure they will work within your specified parameters.

Performers

All performers should have their own insurances and risk assessments and the same considerations will apply as for contractors. Where amateur performers

are being used, discuss your detailed requirements with them and ensure they will comply with your health and safety rules and Event plan.

Facilities and utilities

Where electricity, gas or water is to be used, detailed arrangements must be made to ensure the facilities are safe. All portable electrical appliances including extension leads etc. should be tested for electrical safety and a record kept. Any hired equipment should come with a certificate of electrical safety.

Where events are taking place outside, residual current circuit breakers must be used and if possible the power supply stepped down to 110 volts. All cables will have to be safely covered to eliminate any electrical and tripping hazards. Potential hazards due to extreme weather should not be overlooked at outside events. Portable gas supplies for cooking should be kept to a minimum in designated areas away from the general public. The same should apply to any fuel supply items such as portable generators etc. Generators should be suitably fenced or barriered to prevent public access from public areas. All these arrangements should be clearly shown on the site plan.

Contingency plans

Consider the implications on the Event of extreme weather conditions. Will the Event be cancelled? Could specialist matting be hired in at short notice? Or could the Event be moved to an alternative inside Venue. This will involve a lot of planning and may be too complex for anything other than the smallest of events. There could also be other scenarios, which should be planned for, such as dealing with a disappointed crowd if the main attraction has not turned up.

Clearing up

Arrangements will be required for waste disposal and rubbish clearance both during and after the event. Individuals should be designated specific responsibilities for emptying rubbish bins and clearing the site. All debris generated by the event is to be cleared up and removed immediately the event closes. The council's contractors can provide this service. For further information and a quotation for costs contact the Client Services Section at FCCI on 01386 565018. At some events there could be discarded hypodermic needles which need to be disposed of safely. This will require specialist training and equipment.

Risk assessments

Taking all the above into consideration, you should establish which specific hazards require individual risk assessment. Initial assessments should be undertaken and any remedial action specified in the updated event plan. A timescale should be specified where necessary.

Stage 3 Final preparations

Just prior to the event a detailed safety check will have to be carried out. This should include the following:

Routes

Clear access and exit routes and adequate circulation within the site. Pay particular attention to emergency routes.

Inspections

A walkthrough inspection of the site should be carried out immediately prior to, during and after the event to identify any potential hazards and to check out communications are working. You may want to carryout more than one inspection during the event. All defects should be noted and also the remedial action taken. These checklists should be retained for future reference.

Siting

Make sure that all facilities and attractions are correctly sited as per your site plan. Be certain that the first aid facilities, fire extinguishers and any cash collection boxes are in place. Check waste bins are in their correct locations.

Signage

Ensure adequate signage is displayed where necessary. This should include emergency exits, first aid points, information and lost children points and other welfare facilities such as toilets and drinking water.

Vehicles

Check that all contractors, performers and exhibitors vehicles have been removed from the site or parked in the designated area before the public are permitted to enter.

Structures

Ensure all staging, seating, marquees and lighting structures have been erected safely and that certification has been obtained from the relevant contractors as a record of this.

Barriers

Check that all barriers and other protection against hazards are securely in place and there is no risk of falling from staging or other facilities.

Stewards

Make sure that all staff have arrived and are in their correct location. Ensure all stewards are wearing the correct clothing for easy identification. If they have 2-way radios / mobile phones for communication check they are working.

Lighting

Check all lighting is working, including any emergency lighting.

Public information

Make sure the public address system is working and can be heard in all areas.

Briefing

Check that all stewards and staff have been fully briefed and understand their responsibilities.

Stage 4 After the event

Site condition

After the event, another inspection should be carried out to make sure nothing has been left on the site which could be hazardous to future users. This inspection should also identify any damage which may have been caused during the event. If any structures are left overnight, it must be ensured they are left in a safe condition and are safe from vandalism etc.

Accidents

If an accident occurs, the names and addresses of witnesses should be obtained, photographs taken and a report made by the organisers. An accident form should be completed and a copy sent to the Senior Parks and Greenspace Officer at Wychavon District Council. A sample accident reporting form is included in the pack. You will also need to advise your own insurance company. If any accident or dangerous occurrence is reported, action must be taken to prevent any further incidents taking place. In addition there are statutory requirements for accidents and dangerous occurrences involving members of the public when taken to the hospital or staff when unable to work for over seven days. These are reportable to the Health and Safety Enforcing Authority under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations RIDDOR 1995. For further information contact the Health and Safety Executive.

Claims

Should any person declare an intention to make a claim following an alleged incident associated with the event, you should contact your insurers immediately. They may also require a completed accident form. Any contact made to the council in respect of any claim / potential claim will be directed to the Hirer.

Risk assessment guidance

A full risk assessment should be carried out for all events. The following guidance should aid you in carrying out your risk assessments. A form to record your findings has also been provided.

Identifying the hazards

All hazards should be identified including those relating to the individual activities and any equipment. A hazard is something with the potential to cause harm. Only note hazards which could result in significant harm. The following should be taken into account:

- Any slipping, tripping or falling hazards.
- Hazards relating to fire risks or fire evacuation procedures.
- Any chemicals or other substances hazardous to health eg. dust or fumes.
- Moving parts of machinery.
- Any vehicles on site.
- Electrical safety eg. use of any portable electrical appliances.
- Manual handling activities.
- High noise levels.
- Poor lighting, heating or ventilation.
- Any possible risk from specific demonstrations or activities.
- Crowd intensity and pinch points.
- Water Hazards.

This list is by no means exhaustive and care should be taken to identify any other hazards associated with the activities at the event. Identifying those at risk. For each hazard identified, list all those who may be affected Do not list individuals by name, just list groups of people. The following should be taken into account.

- Stewards.
- Employees.
- Volunteers.
- Contractors.
- Vendors, exhibitors and performers.
- Members of the public
- Disabled persons.
- Children and elderly persons.
- Potential trespassers.
- Expectant mothers.
- Local residents.

The following are examples of areas to consider:

- Type of event.
- Potential major incidents.
- Site hazards including car parks.
- Types of attendees such as children, elderly persons and the disabled.
- Crowd control, capacity, access and egress and stewarding.
- Provision for the emergency services.
- Provision of first aid.
- Provision of facilities.
- Fire, security and cash collection.
- Health and safety issues.
- Exhibitors and demonstrations.
- Amusements and attractions.
- Structures.
- Waste management.

Assessing the risk

The extent of the risk arising from the hazards identified must be evaluated and existing control measures taken into account. The risk is the likelihood of the harm arising from the hazard. You should list the existing controls and assess whether or not any further controls are required.

The following should be taken into account:

- Any information, instruction and training regarding the event and the activities involved.
- Compliance with legislative standards, codes of good practice and British Standards.
- Whether or not the existing controls have reduced the risk as far as is reasonably practicable.

Further action necessary to control the risk

Classify risks into high, medium and low. Examples of risk falling into these categories are as follows:

- **High** - An unsecured inflatable being used in adverse weather conditions by young children.
- **Medium** - A display of animals in a roped off arena.
- **Low** - A mime artist performing amongst the crowd.

For each risk consider whether or not it can be eliminated completely. If it cannot, then decide what must be done to reduce it to an acceptable level. Only use personal protective equipment as a last resort when there is nothing else you can reasonably do. Consider the following:

- Removal of the hazard.
- Preventing access to the hazard e.g. by guarding dangerous parts of machinery.
- Implement procedures to reduce exposure to the hazard.
- The use of personal protective equipment.
- Find a substitute for that activity/machine etc.

Record the risk assessment findings

Use the template risk assessments provided via the HSE website. Your risk assessments should record all significant hazards, the nature and extent of the risks and the action required to control them.

Review and revise

If the nature of the risks change during the planning of the event, the risk assessments will need to be reviewed and updated. Written details of any changes are to be sent to Client Services (Parks) at the council.

Information

Where the risk assessment has identified significant risks, you must provide information to all those affected, regarding the nature of the risk and the control measures to be implemented.