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Hellingly Parish Council

Events Policy

December 2023

Adopted at the Full Council meeting on xxxxxxxxxx 2023

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| 1. **Introduction** |

* 1. Hellingly Parish Council (HPC or “the Council”) recognises the value and benefits that a varied and well managed outdoor events programme can offer children and adults living or visiting the parish.
  2. Such events help develop a sense of place, a strong sense of community for residents and enhance community cohesion. This is particularly relevant in the case of the community within the Hellingly Parish, as it is a growing community where considerable house building taking place, which continues apace.
  3. The Council recognises the contribution that events can make on health and wellbeing of residents and organises a rolling programme of events and activities throughout the year, that take place at Hailsham Community Hub.
  4. The Community Hub is the ‘Jewel in the Crown’ of the parishes’ assets and this building provides sporting and meeting facilities as well as event space.
  5. The Village Hall is currently used by a children’s nursery, which has sole use of the building and the Cricket Pavilions at Lower Horsebridge Recreation Ground and Hellingly Country Park are used solely by the Cricket Clubs. In addition, there are several green space assets listed below:
     + Community Hub Play Park
     + Hellingly Country Park
     + Lower Horsebridge Recreation Ground
     + Lower Dicker Recreation Ground
     + Public Open Space at Burfield Grange (2024)
  6. This policy will detail HPC’s goals in facilitating of events and will also outline what is required or expected of event organisers when planning or supporting events in the Parish. It is the guiding principle for all events and will recommend preferred practices by the Council such as welfare provision, along with references to legal requirements that are required when staging events that include licensable activities.
  7. HPC understands that each park and open space is used by a variety of people for a range of purposes. Therefore, in the planning of events HPC will carefully plan events to help ensure that benefits from events can be maximised whilst disruption to the specific location, the local environment, residents, and the local business community can be kept to a minimum.
  8. For clarification, this policy only applies to events looking to use the parks, open spaces, sports grounds and buildings owned and/or managed by HPC and does not apply to events held on private property.
  9. In addition, Hellingly Community Hub already has ‘Regulations for Hirers’ that have been formally adopted and event planners for this space are required to adhere to these requirements.[[1]](#footnote-2) In the event of the regulations being silent on a matter when hiring this space, hirers should refer to this Events Policy. Hirers of Hellingly Community Hub, bookings can be made on-line.[[2]](#footnote-3)

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| 1. **Aims of Policy** |

* 1. The aim of this Events Policy is to provide clarity for event organisers, as to how HPC expects events to be run for the benefit of the parish, its residents, the event organisers, and for those who attend events.
  2. To achieve this, the following objectives have been identified with reference to the wider vision for the future of this growing parish:

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| 1. **Objectives of Policy** |

* 1. The main objectives of the policy are:

* To provide a clear framework for the for holding of events including the application and decision process.
* To encourage use of HTC assets for the benefit of the community
* Encourage the local community to organise events as well as attend and participate in events.
* To build a sustainable and varied programme of events for the people who live in or visit Hellingly
* To ensure that events are accessible to all members of the community
* To minimise or mitigate any negative impacts which events may cause.
* To ensure that events are being run with due regard to the correct and current legal requirements as well as industry best practice and any specific Parish policies.
* To ensure the effective planning and management of events
* To maximise safety for those working at and attending events
* To ensure the protection of the physical environment, nature and wildlife
* To minimise disruption to residents and businesses in Hellingly
* Encourage events that contribute to the diversity, vibrancy, and economic vitality of the Parish.

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| 1. **Types of Events** |

* 1. To meet these aims and objectives, events will fall into five broad categories:
     + - **Commercial events** such as weddings, parties, meetings, receptions and other suitable private bookings that support the aims and objectives of the Events Policy and promote the Parish Council assets to a wider audience bringing revenue to the Council.
       - **Registered Charity and Voluntary events** for the purpose of raising money for charities and/or community groups.
       - **Private events** that restrict entry to the public. All private events will be subject to the same level of regulations as the appropriate scale of commercial event.
       - **Community events** are events organised by the Parish Council for members of the community, are free to enter/attend and is not for the purpose of selling or promoting a commercial product and will be run on a not-for-profit basis. Such events are on occasion financed through local businesses and individuals through the Councils Community Funding stream.
       - **Civic events** are those run by the Parish Council and involve the Chair and where necessary the Deputy Chair and Councillors. It can be a public event, or for invited guests such as a Remembrance Sunday ceremony. The events are usually formal occasions and can show support for local businesses, charities, community groups or schools.
       - **Other types of events** may occur which do not fit within the classifications above. Where such activity is planned, this events policy will be used as a guideline with a collaborative approach with hirer/user and the Parish Council.

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| 1. **Classification of Events** |

* 1. To assist HTC consider event applications in terms of their local impact, possible associated costs and hire charges, the scale of events are given the following classification:
     + - **Small scale event:** Up to 150 attending with capacity limited accordingly.
       - **Medium scale event:** More than 150 but fewer than 500 attending with capacity limited accordingly.
       - **Large scale event:** With more than 500 attending with capacity capped at agreed level. The relevant sub-committee will take into consideration the impact of the maximum attendance and total footfall if event rolls on to additional days.

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| 1. **Event Planning – Key Considerations** |

* 1. Depending on the type, location and size of event, several actions will need to be taken by the event organiser in advance of any event application, to ensure that the event complies with legal requirements and/or best practice. Producing an Event Plan may help the smooth delivery of all the components, such as keeping on budget, advertising and communication with attendees.
  2. The scope and complexity of the event will determine how many of the following components you will need to address.
  3. **Temporary Event Notice**

The Hirer shall be responsible for obtaining a Temporary Event Notice (TEN) under the Licencing Act 2003 from Wealden District Council Licencing Department. Please note there is a charge for this Licence. If you fail to obtain the TEN, you will break the law if you provide alcohol at your event. A copy of the TEN is to be lodged with the Parish Council. <https://www.wealden.gov.uk/licences-and-registers/licensing/licensing-policy/temporary-events/>

* 1. **Alcohol**

The supply or sale of alcohol is considered a licensable activity and is therefore regulated under the Licensing Act 2003. A Premises Licence or a Temporary Event Notice is therefore required from Wealden District Council Licencing Department. If you fail to obtain the TEN, you will break the law if you provide alcohol at your event. A copy of the TEN is to be lodged with the Parish Council.

Full guidance can be found at www.gov.uk/guidance/alcohol-licensing.

* 1. **Performing Rights Society (PRS) /Phonographic Performance Limited (PPL)**

If the event involves public performances and/or broadcast of musical works (live music/DJ), the event organiser will be responsible for applying for a PRS or in certain circumstance a PPL licence and adhering to the terms and conditions set out by the organisations. If the event involves broadcast of television/Sky e.g., football matches, the event organiser will be responsible for applying for any necessary licence and adhering to the terms and conditions set out therein.

* 1. **Health & Safety and Duty of Care**

Event organisers are responsible for and have a legal duty to ensure the health, safety and welfare of the people attending their events, as well as that of the employees and contractors. Please refer to the Health & Safety at Work Act 1974 for further detail. Event organisers will also be required to conform to:

* Events Safety Guides published by the Health & Safety Executive
* www.hse.gov.uk/event-safety/
* www.hse.gov.uk/event-safety/publications.htm
* RIDDOR 2013
* Statutory conditions and regulations made by the Fire Authority
* Children’s Acts 1989 and 2004
* Any other legislation relating to public safety

The Council has a duty to ensure that all relevant health & safety guidance is followed, including checking risk assessments, emergency evacuation plans and method statements. In many cases the Council or its partners (e.g. the emergency services) may require changes to be made to plans to improve safety at the event.

If required any health & safety paperwork must be submitted to the Council as part of the event application form at Appendix 2.

* 1. **Insurance**

Proof of public liability insurance cover of a minimum level of £1,000,000 (one million pounds) will be required for commercial events, of which evidence must be supplied to the Council no less than 7 days in advance of the event (and without which, the Council reserves the right to withdraw permission for the event and to forfeit any fees or deposits already paid).

The terms of this insurance must completely indemnify the Council against any claims, demands, losses or liability that may result from the event organiser’s use of the site.

The Hirer will be held solely responsible in respect to any claims arising, or loss, accident, injury, or damage to persons sustained in connection with their event. Any loss or damage to Parish Council property, furniture, fittings, fixtures, flooring, appliances, and apparatus in or about the hired property will be charged to the event organiser.

No responsibility will be accepted for any damage to, or loss of any property you bring to, or store on the premises.

* 1. **Fireworks**

It is illegal and a criminal offence to let off fireworks in a public place, without permission. If you wish to include fireworks at your event, you MUST inform the Council at the earliest possible opportunity.

It should be noted that special rules and regulations apply to any use of fireworks on land owned/managed by the Council and that on some sites (e.g., the Recreation Ground) this may be prohibited. Event organisers must demonstrate they have sufficient and appropriate insurance cover in place. Event organisers must also demonstrate that they can comply with all requirements outlined in the Firework Regulations of 2004 and that they appreciate how the safety of the public and premises will be a priority.

Only persons trained to CAT3 in firework ignition will be permitted to place and light fireworks on Council grounds. Organisers are advised to seek advice from the Parish Council early in their event planning. The decision whether to permit fireworks ultimately rests with HPC. Users of fireworks will be required to consult with near neighbours and confirm to the Parish Council that such consultation has taken place

* 1. **Location**

Locations for events must be considered carefully before applying to the Council. Certain locations may only be used to host a limited number of events per year to protect the land and in the interest of minimising disruption to the local community and regular hirers, e.g., home sports teams, children’s nursery.

* 1. **Publicising an event**

It is in everyone’s interests for an event to be properly publicised in order that it has the best prospect of a good attendance. HPC recognises this and will work with event organisers to assist them with the advertising of, and publicity for, their event.

The erection of posters, boards and banners on Council property should be agreed prior to an event being staged. Advertising may only be in place 21 days prior to the first day of the event (or for such longer period, if any, as may be agreed in writing, in advance of any advertising being erected).

All advertising relating to the event must be removed within 72 hours after the event has taken place. This will be the responsibility of the event organiser.

The event organiser must check that their proposed signage meets with all the necessary planning regulations for temporary signs and signs near the highway.

**Traffic management and parking**

Events undertaken at any event location which plan for attendance in excess of the number of car parking spaces available, will require a parking attendant to oversee the arrival and departure of attendees, to ensure the health and safety of users of the parking area.

It is the event organisers responsibility, to apply for any road closures or street event licenses required.

* 1. **Noise**

Noise from an event must be kept at a reasonable level and must not cause an unreasonable nuisance to residents within proximity of the site.

Events that have obtained a Premises Licence must adhere to any sound level limit or conditions attached to the Licence; noise level monitoring may be required to ensure such compliance. At all times organisers must comply with any directions from Wealden District Council’s environmental health representatives.

It may be necessary to meet in advance with Wealden District’s Environmental Health officers so that specific volume levels and locations of monitoring points can be agreed. Event organisers failing to keep to reasonable noise limits risk the complete or partial loss of deposit and will not be permitted to host events within the Parish again as well as risking enforcement action from WDC’s environmental protection team.

The Event site must be vacated by midnight after which time a penalty surcharge of £40.00 for each fifteen minutes or part thereof is occupied will be payable by the Hirer. Any music license ceases at 11pm.

In addition to the protection of the public from noise pollution organisers must also consider the Control of Noise at Work Regulations 2005 for those working prior to, during and post event.

* 1. **Environmental health**

Event organisers are responsible for informing WDC’s Environmental Health Section of their event if necessary. The Environmental Health Section deals with the following areas relating to events:

* Health, safety, and welfare of members of the public attending the event, staff and volunteers, entertainers / acts, etc.,
* Temporary structures such as staging, marquees, tents, etc.
* Noise control and the prevention of nuisance to residents who may be affected by noise arising from activities on site, particularly any musical entertainment.
* Food safety and the prevention of food poisoning arising from any food provided at the event. Event organisers must ensure that all caterers have been registered with their local authority, and they must obtain caterers’ food hygiene certification if required to do so. An outline of the type of catering and facilities must also be provided in advance.

In some circumstances, the Environmental Health Section may be required to sign off relevant parts of event plans and they may enforce their own conditions on an event, including fees for services.

**Food Safety**

All food businesses (however big or small) at an event must provide evidence of food registration with the relevant local authority and food hygiene ratings for all temporary catering outlets.

* 1. **Protection of sites**

The protection of the Council’s owned and managed land is a priority for all event organisers. This also includes the protection of wildlife, flora & fauna, and trees. Maintaining biodiversity and protecting the natural habitats of Hellingly’s wildlife is a priority. If it is believed that an event will be detrimental to the local eco-system, then this will be considered as grounds to refuse an application.

* 1. **Ground Protection**

Event organisers must make provisions to protect grass and footpaths from damage. Vehicles are not allowed on site without the prior, written consent of the Council. If inclement weather is forecast vehicles may be prohibited from driving on grassed areas; alternatively, provisions such as track way, or similar ground covering, may be required in agreed areas.

If vehicle movement deviates from the agreed plans and damage to footpaths or planted areas is caused, the event organiser will be charged for the cost of repair.

* 1. **Trees**

Careful planning must be undertaken to avoid damage to trees and their roots through the compaction of soil or direct damage to roots themselves. In some cases, arboricultural advice may need to be obtained to establish measures that are needed to ensure the healthy retention of trees and their roots, the cost of which will be the responsibility of the event organiser.

Once a procedure has been agreed with the arboriculture body and the Council, any deviations from this that cause damage will be rectified at the expense of the event organiser, again by deduction from the damage deposit in the first instance.

* 1. **Welfare facilities**

For events on open spaces and recreation grounds, the event organiser is responsible for the provision of welfare facilities (such as toilets and first aid facilities).

Temporary toilets must meet all health & safety requirements and must not obstruct the highway. In some cases, access to existing toilet facilities may be granted, however permission must be sought in advance. Any associated costs arising from the provision or cleaning of welfare facilities will rest with the event organiser.

**Safeguarding Children and Adults**

HPC is fully committed to safeguarding the well-being of children and adults with care and support needs by protecting them from physical, sexual and emotional harm and neglect.

All organisers and promoters will be required to provide evidence of procedures for dealing with lost children. The content of each event shall be considered by the Council and an age limit agreed with the organiser. These limits will be monitored by the Council and failure to comply with them may result in the closure of the event.

* 1. **Waste management**

It is the event organiser’s responsibility to provide the Council with a waste management plan and ensure adequate facilities are provided for the safe disposal of waste. The Council encourages organisers to make the recycling of waste a priority over disposal to landfill.

The disposal of both solid and wet waste must be managed legally, and all waste must be clear of site within the pre agreed timescale as set by the Council. Any deviation to the agreed timescale may incur costs and any work that must be carried out to clean sites and remove waste will be recharged to the organiser, with monies being held back from the returnable damage deposit in the first instance.

* 1. **Financial responsibilities**

There are numerous costs associated with the staging of events and these must all be considered by organisers in the very early stages of planning to ensure funds are available to cover them all. The ‘Type of Event’ being staged will determine the level of costs with scale being a significant factor.

With respect to staging events on Council land it should be noted that all event related costs rest with the event organiser. Organisers should consider the main areas of expenditure detailed above.

Event organisers should be mindful of the Hellingly Parish Council Byelaws which are available on the Parish Council website[[3]](#footnote-4).

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| 1. **Application Criteria** |

* 1. All persons organising an event must be over 18 years of age. It is also agreed and understood that a responsible person will be nominated on each occasion of use under the terms of this agreement to ensure that the behaviour of the participants is within reason, bearing in mind the purpose of hiring and the requirements of the Public Health & Safety Act 1974.
  2. It is the responsibility of the Hirer to arrive and depart from the premises in accordance with the times stated on the Hire Booking Form. Events booked must allow set up and clear away times. The Hirer must ensure a timely and considerate vacation of the premises after use.
  3. The Hirer will be held solely responsible in respect to any claims arising, or loss, accident, injury, or damage to persons sustained in connection with this event. Any loss or damage to Parish Council property, furniture, fittings, fixtures, flooring, appliances, and apparatus in or about the said premises will be charged to the event organiser.
  4. The Parish Council reserve the right not to accept a booking.
  5. The Parish Council reserves the right to cancel a booking, in the event of any of the information provided by the hirer being incorrect or misleading.
  6. In the event of cancellation, the hirer shall be refunded any monies already paid.
  7. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way.
  8. At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. Should this not be undertaken the Parish Council reserves the right to withhold part or all of the hirer’s deposit.
  9. Hirers must make their own provision for public liability insurance if needed.
  10. **Damage deposit fees**

For the hire of Council owned and managed land, a hire fee will be payable along with a returnable damage deposit. The type of event will be the key factor in determining hire and deposit fees. A site inspection will take place prior to and immediately after each event. Should any reinstatement or completion of works be required monies will be held back from the deposits as appropriate to cover costs.

Should costs exceed that of the deposit the Council will charge the event organiser for remaining costs. All fees and charges are subject to change and will be reviewed annually.

Day-to-day decisions in respect of all land owned (in whatever capacity) or managed by HPC is taken by the relevant sub-committee. This is either the Grounds Committee (in respect of land owned or managed by HPC in its own right), the Village Hall Committee (in the case of community halls) or Full Council when all member support is required in respect of events such as:

* + - Political rallies or events organised by groups affiliated with political organisations.
    - Events featuring adult or potentially offensive content.
    - Events featuring animals either performing or in attendance.
    - Events featuring performances by children.
    - Events of a religious or spiritual nature.

Such events may also be required to submit additional material to support them.

By way of illustration, this might include but is not limited to, a copy of an “Animal Welfare Policy” for your event.

* 1. **Payment and cancellation**

Full payment must be received by the Council no less than **14 days** prior to the event. Contact the parish Office for confirmation of the fees payable. If full payment has not been received by this time, the location in question will not be available to hire and any agreement relating to it will be deemed cancelled.

If the event organiser cancels the booking, the following rates apply:

15+ days a full deposit is returnable

4-14 days 50% of the deposit is returnable

0-3 days no deposit is returnable.

The Council reserves the right to cancel events by refusing the use of land should the terms and conditions of hire, legal requirements or financial obligations not be met, or should poor weather or other unforeseen circumstances occur.

If HPC cancels the event due to legal or financial breaches by the event organisers, then no refund will be made. If cancellation is due to inclement weather or other unforeseen circumstances, then a full refund, minus any actual costs incurred by the Council in connection with the event, will be made.

* 1. **Decision Making**

Community, charity and non-profit events will be dealt with by the Council’s staff in line with the application process.

Some small and medium scale commercial events will also be processed in the same way with either consultation or engagement with local stakeholders carried out, if considered necessary.

It may be necessary with small and medium event applications to be decided by the relevant sub-committee. This is either the Grounds Committee (in respect of land owned or managed by HPC in its own right), or the Parish Halls Committee (in the case of community halls).

Full Council support will be required for all large events or for those include any of the following:

* + - Political rallies or events organised by groups affiliated with political organisations.
    - Events featuring adult or potentially offensive content.
    - Events featuring animals either performing or in attendance.
    - Events featuring performances by children.
    - Events of a religious or spiritual nature.

Such events may also be required to submit additional material to support them.

By way of illustration, this might include but is not limited to, a copy of an “Safeguarding Policy” for the event.

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| **Adopted** | **Reviewed** | **Next Review** |
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1. https://www.hellingly-pc.org.uk/booking-terms [↑](#footnote-ref-2)
2. www.hellingly-pc.org.uk [↑](#footnote-ref-3)
3. https://www.hellingly-pc.org.uk/booking-terms [↑](#footnote-ref-4)