

Thanet District Council

# Draft Events Policy

2016-2020



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# 1.0 Introduction

Thanet District Council (TDC) is committed to enabling events that contribute to our vibrant culture, coastal environment and economy by working with event organisers, partners and agencies to provide a variety of safe and enjoyable events.

Events play a vital part of the visitor experience that Thanet aspires to achieve and they help draw visitors to Thanet as a destination.

They are also an essential part of building and bringing together local communities.

The policy endeavours to clearly outline the role of the Council in Events within Thanet, the role of the Event Safety Advisory Group and to give a framework of the processes required of the event organiser.

Our role is to provide appropriate support to event organisers through the processes to enable them to plan, organise and run their event. The Council aims to make the experience of putting on an event in Thanet a pleasurable and enjoyable one.

Thanet District Council has a duty of care to ensure that events are managed safely and that all the relevant departments and agencies are working effectively in partnership to achieve this.

# 2.0 Background

Thanet has a rich heritage of events. These range from small informal community gatherings to large festivals spanning multiple days and attracting national and international visitors. The Council allows the use of Council land for this purpose. Thanet District Council may assist events as a facilitator, promoter and regulator.

We work alongside the Events Safety Advisory Group (ESAG) which is made up of multiple agencies who work together to review and advise event organisers on public health, safety and welfare at events.

The quantity of events across the district has been growing rapidly in recent years which can be seen as an indicator of regeneration and sense of place.

# 3.0 Purpose and Scope

**For this policy, an event is;**

*'A planned public or social occasion happening in a certain place during a particular interval of time. It is the purpose for which a venue or location has been booked'.*

**This Policy applies to:**

- All events being held on Public Land
- Events in the Thanet district on private land requiring input from the Events Safety Advisory Group
- All events involving road closures in Thanet

## 4.0 Policy Objectives

Thanet District Council encourages the hosting of events across the district that will complement the Council's Vision and Corporate Priorities for 2015 to 2019:

- **Priority 1: A clean and welcoming environment**
  - A variety of events that encourage pride in our district and leave the site clean.
- **Priority 2: Supporting neighbourhoods**
  - The policy contributes to this priority by helping people to make better lifestyle choices and engage in a broad range of sports, leisure and coastal activities within our communities and to improve community safety.
- **Priority 3: Promoting inward investment and job creation**
  - This policy contributes to this priority by encouraging community groups, organisations and businesses to put on events which support the local and visitor economy to grow.

TDC has established four themes and will support events that;

1. Enable and empower local groups to organise effective events that widen community participation, develop a sense of local pride and inspire communities to come together.
2. Assist Thanet's role as a creative and cultural centre including arts, music and heritage.
3. Help people to spectate or engage in sport and active recreation to improve health and well-being.
4. Establish Thanet as a visitor destination, creating an economic impact of people visiting from outside the area and raising Thanet's profile as a Tourism destination.

This policy will complement the Council's three values: 1) Delivering value for money; 2) Supporting the workforce; 3) Promoting open communications. By specifically:

- Outlining Thanet District Council's role in events across the district explaining what we want to achieve and how we are going to do it.
- Providing a framework for the event application process for running an event and communicate the obligations, responsibilities and limitations which all event organisers have in relation to staging an event on Council land.
- Providing advice and guidance or signposting organisers to relevant organisations, funding sources, toolkit, training and resources.
- Making available information, application forms, template documents and guidance to:
  - enable the organiser to notify the Council of an event
  - apply to use Council land
  - apply for a road closure
  - plan a safe event.

These are available on the Council's website <http://thanet.gov.uk/your-services/events-and-exhibitions/event-organisation-and-land-hire/event-organisation-and-land-hire/> and via other formats such as paper or email on request.

- Guiding how we work with partners through the Events Safety Advisory Group (ESAG). Offer advice to event organisers in respect of their responsibilities to ensure the health and safety of staff, participants and the public attending their event.

- Providing information about council owned event venues for hire and how we make our assets available for the use of public events.
- Ensuring that any detrimental effects that the hosting of events in the Thanet district may have and the disruption to other organisations, residents and businesses are minimised.
- Providing information about inclusive learning opportunities for event organisers through workshops and disseminating relevant information and guidance, resulting in more confident organisers.
- Providing a clear charging policy with a defined scale of fees and charges for hire of public land. To explain where these will be levied, ensuring a consistent approach. Review fees and charges for events annually as part of the Council wide review of fees and charges.
- Providing advice and offer opportunities for promoting Events.

This policy supports the ability of events to contribute towards the council's equality duties including:

- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

Events can do this by:

- Removing or minimizing disadvantages suffered by people due to their protected characteristics (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation).
- Taking steps to meet the needs of people from protected groups to participate in public life or in other activities where their participation is disproportionately low.

## 5.0 Accountability

The Council has a duty of care and therefore it will ensure that all the relevant departments follow the processes to make sure that events are safe.

### **Elected Members:**

- Events sit within the portfolio of the Cabinet Member for Community Services.
- Ward Members will be advised on forthcoming events and any unusual or contentious applications as well as those which involve refusing permission for an event on Council land.

### **Director of Community Services:**

- Accountability sits with the Director of Community Services with the support of the Head of Safer Neighbourhoods.
- Operational responsibility of the events process is given to the Events and Community Projects Officer.

### **Thanet District Council Departments:**

- The following departments have certain accountability throughout the event process:

- The Events Team
- The Estates Team
- Civil Enforcement Office
- Legal Services
- EKHR Health and Safety
- Environmental Health
- Parks and Ground Maintenance
- Regulatory Services
- Financial Services
- Street Cleansing and Waste Management
- Building Control
- Port and Harbours

A wider summary of each department's role can be found in Appendix 1.

## 6.0 Legislation and Defining Events

The Council has legal duties and enforcement powers under the Health and Safety at Work Act 1974 and the associated statutory provisions.

All events must conform to relevant legislation and guidance, including but not limited to:

- Health and Safety at Work Act 1974
- Health and Safety (First Aid) Regulations 1981
- Data Protection Act 1994 and 1998
- Equality Act 2010 and Section 149 'the Public Sector Equality Duty'
- The Management of Health and Safety at Work Regulations 1999
- RIDDOR 1995 and 2013
- Licensing Act 2003
- Town and Country Planning Act 1990
- Safety of Sports Grounds Act 1975 (as amended)
- Fire and Safety and Places of Sport Act 1987 Part III
- The Regulatory Reform (fire Safety) Order 2005
- The Children Act 2004
- Care Act 2014 Safeguarding adults at risk of abuse or neglect
- Environmental Protection Act 1990
- Code of Practice on Environmental Noise Control at Concerts
- Food Safety Act 1990
- Local Review of Decisions Regulations 2015
- The Purple Guide to Health, Safety and Welfare at Music and Other Events
- HSE Guidance for Fairgrounds
- Thanet District Council's Byelaws

The Council coordinates and consults with the local ESAG to assist Event Organisers in the discharge of these statutory duties. Where an event is considered to have a significant impact on an area, site or residents, these will be considered by the Council and ESAG.

## Event Categories:

The Council considers applications for all types of events. Applications are considered from all sections of the community. In order to allow us to give the best level of support and to help direct our resources better, TDC will use the following set of categories:

Category	Description
Enthusiast	This type of event covers specialist interest subjects such as motor vehicles and re-enactments. It could also cover specialist sports events. Likely to have small scale commercial activity.
Charity (Regional)	This category covers those operated by regional charities for the purpose of raising the profile and fundraising for the benefit of the charity.
Charity (National)	This category covers those operated by national charities for the purpose of fundraising for the benefit of the charity.
Commercial	These events provide a commercial benefit to a profit making business or operation including product launches, corporate events, music festivals, concerts, and fun fairs as the principle component of the event, one-off boot fairs and trade shows.
Community	Any event organised by community or voluntary groups that directly benefit the residents and visitors to the district and do not provide significant advertising or other commercial benefit to a profit-making business or organisation. They are aimed at a social group, specific locality and have a common cultural or heritage link. There is no principle entry fee, activities are free or at reasonable costs and no pitch fees are charged. This includes village fetes, parades (Carnival and Remembrance Day), community sports (fun runs, taster days), fireworks, holiday celebrations and parades.
Active Recreation	These activities encourage those who regularly participate in active lifestyles to engage in activities such as active play, recreational walking, running or cycling. These are free events, community focused, non-competitive, led by volunteers and aim to be sustainable. Therefore the event organiser will be charged the application fee, however there would not be an Event Hire Fee, this will be waived.

We recognise that some events may not exactly fit into these categories and Officers reserve the right to choose which category the event lies in. Events will be judged on the information they provide in their Events Notification Form and organisers informed in the early stages of planning.

When considering events there is also a scale by their size:

Event Size	Number of Participants
Small	0-499
Medium	500-999
Large	1000+
Major	5000+

With private fitness businesses that use Council land/open spaces these applications need to go through the Estates Team, providing an event notification form, risk assessment, Public Liability Insurance and copies of relevant qualifications. There will be an expectation that where there has been the use of Council Land, the area will be cleared up otherwise there may be a charge for any clear up.

## 7.0 The Role of the Event Safety Advisory Group

The Kent Safety Advisory Group is a multi-agency group which works together to provide advice on policy and advise on events across Kent.

The Thanet Event Safety Advisory Group (ESAG) works specifically on events across Thanet. The ESAG works in partnership with the Kent SAG and has agreed to adapt templates and some procedures to achieve a consistent approach across Kent.

The ESAG comprises representatives from Kent Police, Kent Fire and Rescue Service, NHS, KCC Highways Agency, EKHR Health and Safety, South East Coast Ambulance Service (SECAMB), RNLI and the Coastguard, as well as relevant local authority departments.

The ESAG Terms of Reference give clear outlines on the membership, the roles and responsibilities of members and the policies and procedures that the group follows.

- The ESAG reviews event documentation and offers advice to the event organiser on the safety of the proposed event, whether or not it is held on Council land.
- Representatives for an organisation attending the ESAG are responsible for dealing directly with event organisers concerning matters within the remit of their organisation, especially where that organisation exercises statutory powers.
- Representatives of the ESAG are responsible for ensuring decisions are formally taken by their respective organisations, where necessary, as the ESAG is only an advisory body. Moreover, the representatives are responsible for disseminating information in their respective organisations.
- ESAG review all events, not just those that are on Council Land. Thanet District Council provides the administrative support to the ESAG for the Thanet District.
- The remit of the Group is to advise on whether an event should proceed on safety.
- The ESAG will give their comments and advice providing the application has been submitted within a timely manner. Event Organisers receive these comments and may then be required to attend a meeting with the ESAG representatives.

As a key landowner in the district, Thanet Council as the landlord, will take note of the advice and recommendations made by ESAG and may withdraw consent upon advice by the ESAG on safety grounds only.

## 8.0 The Role of Event Organisers

An Event Organiser is a named individual who holds overall responsibility for the organisation of the event.

The organisation of a public event is a considerable responsibility. Organisers must properly manage, supervise and monitor the event to ensure the safety of people working, the public attending and any others who may be affected by the event. This responsibility extends to avoiding damage to property, fear or alarm to the public, or disruption to the local community. The Event Organiser should, where applicable:

- Provide complete and accurate event documentation within the required timeframes and respond promptly to any queries raised by the Council or member of the Thanet ESAG.
- Familiarise themselves with relevant health and safety guidance on events and have access to a competent safety advisor where necessary.
- Ensure that any information given on behalf of the organisation they represent is accurate and that they have the legal authority to enter agreements on behalf of that organisation or have the delegated legal authority.
- Consult with the local community and businesses to inform them of the nature of their event and to encourage inclusive participation and engagement. To also show consideration to local residents where their event may have impacts and inform and consult them regarding the details of the event.
- Where there are concessionaires on or near the Event site, communicate with them and try not to duplicate what they are already providing. Consider the type of concessionary stalls in conjunction with the event to provide enough capacity but not providing unnecessary competition to existing traders.
- Consider carefully the number of participants expected at the event and record this on the Event Notification form. This should be the complete number of participants and volunteers/staff across the whole event period. When considering applying for a Temporary Event Notice, it needs to be broken down into the capacity at any one time.
- Ensure the event is run according to the submitted plans.
- Consider the environmental impact of the event, ensuring that Council land, property and the surrounding environment is not adversely affected by the event, including the potential for noise, smoke and odour nuisance; the clearing of rubbish and the making good of any damage, to the Council's satisfaction.
- Provide the Council with evidence of public liability insurance of not less than £5million covering the event. Event organisers must ensure that any additional participants also have appropriate insurance to the same extent. Provide public liability insurance that complies with KCC Highways Agency's requirements, where a road closure is required.
- Check current safety certification, risk assessments and method statements for participants attending events, including mechanical and animal rides, inflatables and firework displays, the absence of which would invalidate any insurance policies. The council reserves the right to ask for evidence of these safety documents.
- Provide evidence of food registration with the relevant local authority and food hygiene ratings for all temporary catering outlets.
- Make sure events comply with legislative requirements, including Health and Safety requirements and take into consideration the advice from agencies.
- Event Organisers must consider carefully risks associated with the supply or use of illegal drugs or banned substances at events and activities and give due regard to discharging their responsibility to provide a safe environment for the public and need to ensure close liaison with agencies to achieve this.

- Ensure that all required permissions are acquired where appropriate from:
  - Performing Rights Society (PRS). Visit: <http://www.prsformusic.com/users/businessesandliveevents/pages/doineedlicence.aspx>
  - Phonographic Performance Limited (PPL). Visit: <http://www.ppluk.com/>

Event organisers bear moral, social and also legal responsibilities. Organisers will be liable for the consequences if things go wrong, particularly if there are defects in the planning or control of the event. It is not the responsibility of the police to ensure public safety at an event. The police are responsible for maintaining the peace, preventing breaches of the law and taking action against lawbreakers, but the event organisers must make suitable arrangements to deal with safety issues irrespective of any police presence.

## 9.0 Applying for Events

### **The Event Journey**

The Event Journey is a comprehensive application and approval process that ensures that events are only given permission once all steps in the process have been correctly carried out by the applicant. Please refer to Appendix 2 for The Event Journey diagram. The Application Process is outlined on Thanet District Council's website.

### **The Event Journey Processes:**

- Early Information and Notification
- Application
- Processing and Advising
- Agreement
- Evaluation

The approval process is reliant on the recommendations and permission from a number of statutory partners.

### **Early Information and Notification**

When putting on an event in the District, Event Organisers are required to inform the events team a minimum of 14 weeks prior to the event. This can be done up to 18 months prior to the event. However this does not confirm the booking of the site.

- Event Organisers will be required to submit an Event Notification Form with the application fee if the event meets any one or more of the following criteria:
  - Event is to be held on Council land.
  - Event involves use of the Highway or a Public Right of Way, whether or not a road closure is required.

### **Application**

#### **Event Application Pack:**

TDC working as part of Kent Safety Advisory Group (KSAG) has implemented an 'Event Package' which includes standard templates to help ensure a consistent approach. These are available as part of the TDC Event Application Pack.

- As well as the Event Notification Form an application must also include:
  - A scaled site map/plan with a marked out boundary of the event footprint.

- An Event Management Plan

The key to a good event is a strong event management plan. This should be a detailed, accurate and comprehensive document which sets out exactly what will happen at the event, the procedures in place to manage it safely, and what will be done to deal with expected or unexpected situations and emergencies. When applying for a location in Thanet the supporting information required with your application will make up the major content of your Events Management Plan.

- A Risk Assessment

Any event, big or small, should be risk assessed thoroughly in order to identify potential problems in advance and develop actions to reduce or remove the potential problems. Organisers must undertake risk assessments for all activities, equipment and the event site overall.

The main purpose of a risk assessment is to:

- *Identify hazards, the risk they pose and who is at risk from them*
- *Assess the severity and likelihood of the risk*
- *Control the risk by preventing the risk occurring, removing the original hazard or by putting measures in place to protect the people or things at risk*
- Evidence of public liability insurance

No amount of planning will eliminate every possible risk associated with your event, and so insuring your event taking into the consideration the risks involved is mandatory.

- Applications for Major Events, whether on Council or private land, require significant Event Safety Advisory Group and Council input and should be submitted at least 8 months in advance of the proposed event date.
- Smaller Event Applications must be made a minimum of 14 weeks prior to the event. It may be possible to process some events of an exceptional nature or in extenuating circumstances in a shorter period of time. However the Event Organiser would be responsible for covering any costs incurred in doing this.
- Any changes, alterations or additions to the event format by the event organiser may not be considered less than 28 days before the event date, unless it is of a sufficiently minor nature that can be accommodated within the timescales available. This is to allow any required consultation with the Events Safety Advisory Group.

**Additional Documentation:**

- In addition, the following documents may be required, dependent on the size and nature of the event and its location:
  - Noise Management Plan
  - Traffic Management Plan
  - Signage Schedule
  - Crowd Management Plan
  - Medical Plan
  - Evacuation Plan
  - Lost Child Policy
    - Children may get lost or parents and guardians may lose children and so a 'lost child' procedure must be in place that identifies arrangements for the safe care of children until they are reunited with their parent or guardian.
  - Safeguarding Children and Vulnerable People Policy
    - The protection of vulnerable people at events is vital. Whether they are performing, taking part in workshops or simply attending as audience members, it is important that children and vulnerable adults are protected from harm. Event organisers should have in place an appropriate vulnerable people protection policy to outline

what will be done throughout the planning and running of the event to ensure nothing happens to put children or vulnerable adults in danger or at risk of harm or abuse.

- Evidence of food registration and hygiene certification
  - Amusement Device Inspection Procedure Scheme (ADIPs) which ensures amusement devices are regularly inspected and certified as safe for use by competent persons. For more information please visit <http://www.adips.co.uk/>
  - Operators of inflatable play equipment will need to provide evidence that their equipment has a current PIPA certificate. For more information please visit <http://www.pipa.org.uk/>
- The Council may, at its discretion or at the request of the Events Safety Advisory Group (ESAG), request further information or documentation not covered by any of the above documents.
  - The Council may consider some late submissions; however there may be inadequate time for the Events Safety Advisory Group to make an informed assessment of the application and thus advice and comments may not be issued.
  - The Council reserves the right to reject an event application where these timescales are not adhered to, or where there is significant information missing from the application.
  - Should the event organiser not comply with timescales resulting in the event not going ahead, the Council will not be liable for any costs paid out by the organiser in preparing for the event.

#### **Other Considerations:**

- All events will be required to comply with the guidance provided by the Health and Safety Executive at <http://www.hse.gov.uk/>
- Event Organisers to refer to The Purple Guide by The Events Industry Forum
- Professional firework displays must comply with Health and Safety Executive Guide HSG 123
- Event Organisers need to demonstrate how they will implement the advice provided in the Counter Terrorism Protective Security Advice for Major Events Guide produced by the National Counter Terrorism Security Office. <https://www.gov.uk/government/publications/counter-terrorism-protective-security-advice-for-major-events>
- We provide The Events Toolkit which is available to refer to for further guidance.
- Filming and Photography:
  - Thanet has a diverse range of locations and therefore is a popular location for filming and photography.
  - Permission is required for filming or photography on public land.
  - Thanet Film Service offer a one-stop shop for film location managers and photographers. For more information visit <http://thanet.gov.uk/the-thanet-magazine/campaigns/filming-in-thanet/> or contact Thanet Film Service by e-mail: [filming.notice@thanet.gov.uk](mailto:filming.notice@thanet.gov.uk) or phone 01843 577050
- If you are organizing an event where the military are involved, you need to link in with them to confirm that they have notified the police using a Public Military Event (PME) form at least six weeks in advance of the event.

## 10.0 How we make decisions on suitability?

The Council takes into account many factors during the decision making process for events on Council Land:

- To ensure fair use of sites, the Council will look at the Event proposal and take into consideration the nature of the event, suitability of the site and the proposed date.
- In most circumstances, the Council will operate a first come, first serve policy when it comes to reserving and granting permission to occupy for events on Council land. However, where restrictions apply to Council land, or there are multiple requests for an event location on the same date, then council officers will determine a fair and balanced allocation of events between applicants in line with the aims and objectives of this policy.
- In the instance of multiple requests for an event location, the Council will consider a range of factors including:
  - Size
  - Strategic fit
  - Established event
  - Historical performance of event
  - Length of tenure of the site
- New events need to consider existing events and the site usage when proposing a request.
- To ensure fair use of the sites the receipt of an Event Notification Form does not reserve the land.
- The receipt of an Event Application and Application Fee reserves the land (up to a maximum of 12 months in advance), however the minimum time for receipt of this is 14 weeks.
- For regular large events, there will be the opportunity to have a written agreement that will allow the booking for the site for three years. After that, this agreement will be reviewed. However, there is a caveat that TDC will be able to cancel this agreement if there are unforeseen works on the land, the ownership or lease of the land alters or a natural event affects the usage of the land.

In deciding whether to grant or refuse, permission to occupy Council land for an event, the following criteria for approval will be considered. Please note that this is an indicative, but not exhaustive, list:

- Public safety and security issues
- The suitability of the land for the event that is being planned
- The availability of the land for booking and the timing of the event
- The permission of the landowner for the event, where the land concerned is managed, but not owned, by the Council
- The ability of the organisers to plan, manage and control the event effectively
- The receipt of sufficient documentation, including insurance, from the organiser within the required timeframe
- Feedback from the Events Safety Advisory Group with regard to the safety of the event
- The payment of the application fee, any invoice for a deposit and/or fee for the use of the land has been promptly paid
- The ability of the event organiser to manage the financial requirements of the event
- Legal constraints including whether any covenants, planning restrictions or licensing limitations may be affected by a proposed event
- Compliance with conditions specific to the event location
- Whether the proposed event complies with equality and discrimination legislation
- The creation of opportunities for local participation

- Impact upon the environment and damage limitation
- The ability of the event organiser to mitigate potential statutory nuisances e.g. noise, odour and smoke.
- Impact of the event on regular users of public spaces, stakeholders and local residents
- Impact on transport or traffic infrastructure to support the event for example road closures, parking and use of public transport
- Whether the event or the event organiser has attracted genuine complaints to the Council in the past, or the Council holds a reasonable belief that such complaints may occur in respect of a proposed event.
- The planned event is in the interest of the local authority and the public
- Supporting new innovative events as well as familiar, traditional and long standing events.
- Provision of diverse and interesting events and activities brought into the area which fits in with the regeneration efforts being made.
- The number of events that are similar in one category over the year and at a site.

### **Reserving TDC Land:**

- All bookings for events on Council land will be held on a provisional basis until all documentation is submitted.
- Once the documentation in the Event Application Pack is received along with the Application Fee, then this reserves the land requested for the event. This can only be for a maximum of twelve months prior to the event and if it is an annual event, then documentation can only be received following the completion of your event and satisfactory evaluation and feedback has been received.
- Following the submission of all the documents the Council will process these documents within three to six months unless it is a very large event. A standard event will take 14 weeks to be processed dependent on the accuracy of the paperwork. The processing procedure and time scale is based upon:
  - Time to share information with partner agencies
  - Where relevant, Event Organisers attending ESAG
  - ESAG to give advice and feedback that may require amendments to documentation

### **Complaints:**

- Events or the event organisers may attract genuine complaints to the Council and such complaints may occur in respect of a proposed event. The Council takes these issues that are raised into consideration when considering an event:
  - Flyposting carried out by the event organiser, or on their behalf
  - Litter left after an event, or other negative impacts on the environment resulting from an event, including damage to Council land or property
  - Noise complaints
  - Failure to comply with restrictions applied to a previous event
  - Safety concerns raised by the public, Council Officer, or a member of the Event Safety Advisory Group.
  - Anti-social behaviour or concerns in respect of community safety
- Private events will be considered on a case by case basis. This category may include private parties. Private events may not be permitted on Council land if they disrupt the enjoyment of the open space by the general public. Weddings are not permitted on Council Land.

## 11.0 Venue suitability for Events

Thanet District Council has a range of parks, open spaces, beaches and bays of which many host a wide range of commercial and community events throughout the year.

Each of the sites in the area offer different facilities and experiences for audiences and these are shown on a map of the area. There is a list of potentially available sites, please refer to Appendix 3.

There are also information sheets on each site including site area, type of site (e.g. park; beach; coastal), site maps and photographs, facilities and site specific details including considerations when using the area.

When planning an event, Event Organisers need to consider the venue very carefully in relation to:

- Size
- Facilities
- Location
- Audience footfall
- Environmental effect/impact

The Council's event sites are categorised into Premium and Standard.

- **Premium** – a site that is in a desirable location, used regularly and has enhanced facilities such as on-site toilets, electricity, water, car parking and public transport (excludes sites that have these facilities but are not in the council's control).
- **Standard** – general open spaces suitable for bringing on temporary event infrastructure

To ensure the suitability of the venue the following needs to be considered:

- 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 within the venue, or in the area surrounding the venue, whether by the Hirer, Event participants or other associated persons or contractors.
- On certain high usage sites, events will be spaced out with two or three weeks in between enabling the surface to recover.
- On certain sites, if it is a wet season, an Event Organiser may be given two weeks' notice from TDC that they will not be able to use the site. This condition is included in the Conditions of Hire within the Memorandum of Agreement. Therefore Event Organisers need to have a contingency plan for relocating their event in the circumstance of adverse weather conditions.
- 'Council land' means land either owned by or leased to the Council. If the Council lease the land then TDC will approach the landowner for permission for the event. If the land is owned by TDC and leased then we ask for it to go through the ESAG process as the tenant will be using the land for a different purpose.
- This also includes areas of land owned by Kent County Council but where responsibility for managing events on this land has been passed to the Council. If an event is on a Highway then KCC will grant permission on the condition that the Event Organiser provides the

correct documentation to Thanet District Council to satisfy Event Safety Advisory Group that the event is safe.

- Event organisers who's events include the consumption of alcohol should be mindful that all public spaces in Thanet are covered by a Designated Public Places Order enabling Kent Police to have additional discretionary powers should alcohol related anti-social behaviour in public take place or be suspected.

When planning certain activities on Council Land, there are considerations and guidance that can be found in the Events Toolkit:

- Cycling and Running Events along the Promenade
- Active Recreation:
  - These activities encourage those who regularly participate in active lifestyles to engage in activities such as active play, recreational walking, running or cycling. Where there are organised group activities on TDC land or KCC Highways these need to go through the Estates Team.
- Beach Groups:
  - Small Groups
    - Thanet is blessed with 19 miles of stunning coastline and has some of the most enviable beaches in the country and therefore the area attracts thousands of visitors.
    - For groups of under 50 people you need to contact the foreshore department to inform them of any group visits to the beaches and bays at [leisureservices@thanet.gov.uk](mailto:leisureservices@thanet.gov.uk) or on 01843 577274. If they want to have music, food, alcohol or equipment on to the beach then it needs to be classified as an event and should go through the event process.
  - Large Groups:
    - Any group of over 50 people needs to consider the impact on the surrounding area and services. If they want to have music, food, alcohol or equipment on to the beach or there are going to be large numbers then it needs to be classified as an event and should go through the event process.
- Drone Filming:
  - Anyone considering drone filming within your event needs to go through the event organiser and contact Thanet Film Service on 01843 577050 [filming.notice@thanet.gov.uk](mailto:filming.notice@thanet.gov.uk)
- Fireworks:
  - The Event organiser takes into consideration the environmental impact and that after the display and the following morning a sweep of the beach is carried out to clear the site of any debris that may have been washed up.
  - No private fireworks will be permitted.
- Temporary Structures:
  - A temporary demountable structure is designed to be erected rapidly and dismantled many times. They are usually in place for a short time. Types of structures can include (but are not limited to) tents, marquees, viewing facilities (temporary seating and viewing platforms), stages, video-screen supports, and sound, lighting and camera structures.
  - Event organisers need to manage the safe erection, use and deconstruction of temporary demountable structures (TDS).
- Electricity:

Electricity supply is vital to many activities at events, but is also inherently dangerous. It is important to make sure that electrical installations are put in place by qualified and competent individuals.

There are a few guidelines you will be expected to follow, whatever the size of your event:

- If generators are being used:
  - o Only diesel generators are allowed - strictly no petrol generators
  - o All generators and electrical installations must have a fire extinguisher available nearby
  - o Generators must be made separate from the public by barriers or other suitable dividers
- If mains power is requested by the organiser TDC may supply this utility provided:
  - o availability of power supply at the event site
  - o availability of a TDC appointed competent electrician
  - o the capacity is available/suitable and is approved by our competent electrician
  - o the organiser has suitable/sufficient/tested electrical connections
  - o the electrical supply is the correct rating for the proposed equipment load

## 12.0 Granting Permission for the Use of Council Land

All events require permission from the council in the capacity as the landlord to the area where the event is being located.

- Permission will only be granted upon receipt of the Event Notification Form, Memorandum of Agreement (Conditions of Hire), full payment, risk assessment, event management plan, site map, public liability insurance and all other supporting documents as required.
- Reservation of the site can only be done 12 months in advance and once the Events Team receives the Application Pack documentation and Application fee. Therefore security of the land cannot be given before this period.
- Upon satisfactory receipt of all documentation, and with support of the ESAG, permission to occupy will be granted.

### Memorandum of Agreement and Permission to Occupy:

- Event Organisers will be sent a Memorandum of Agreement Conditions of Hire (Appendix 4) with a final quote for the land hire and additional fees and charges.
- Once the Memorandum of Agreement has been signed, the Event Organiser will receive an invoice for the land hire and additional fees and charges.
- Formal permission for the use of Council land will be given to the Event Organiser through the Permission to Occupy (Appendix 5) Once payment of charges have been received, the Permission to Occupy will be granted and sent out. It is only at this point that the event is sanctioned to go ahead.
- The Council can give permission as early as 12 months prior to the event or if an annual event, following the completion and evaluation of the event. However, there is a caveat that TDC will be able to cancel this permission if there is unforeseen works on the land or a natural event that affects the usage of the land.
- The Event Organiser must ensure that the person or persons signing on behalf of the organisation have the legal entitlement to do so. In the majority of cases, the following guidelines will apply:

Organisation Type	
Registered Charity	Signatories dependant on the charity's constitutional documentation
Registered Company	Two signatures are required and can be two Directors, or a Director and the Company Secretary
Sole proprietor	Signature of the sole proprietor

Town and Parish Councils	Signatories dependant on the individual Council's constitutional documentation
Community Groups	Signatories dependant on the group's constitutional documentation
Individual/Group of Individuals without constitutional documentation	To be agreed on a case by case basis

Events held on East Kent Housing managed land need to go through the event process submitting the documentation in the Event Package and being reviewed by the ESAG. The Event Hire Fees will be the same as those for events on TDC land however paid to East Kent Housing.

## 13.0 Refusing Permission for the Use of Council Land

Where the Council is unable to give permission to occupy Council land, an alternative date or location may be offered, where appropriate, to enable the event to take place.

Where the Council is unable to give permission to occupy Council land, and there are no suitable alternatives, the event organiser will be informed. Thanet District Council will act in accordance to the Local Review of Decisions Regulations 2015.

In these circumstances, the Council is not responsible for any costs that the event organiser may already have incurred in preparing for the event.

The following activities are not permitted on Council land, and will not be supported by the Council on private land in the district:

- Lantern releases
- Balloon releases, except where the materials used are fully biodegradable
- The use of live animals as prizes as part of an event
- Circuses or events which include live animal acts, except where sufficient evidence can be provided that animals are respected and cared for to an acceptable standard at all times.
- Firework displays; unless prior permission is sought and granted.
- Bonfires, unless prior permission is sought and granted.
- Commercial/promotional purposes.

## 14.0 Events on Private Land

The Council's primary concern with events held on private land is public safety. Event Organisers are encouraged to adopt good practice and to submit documentation and the Council will circulate the information to the ESAG in order to get it out to the agencies for feedback. The application would comprise, as a minimum of the Event Notification Form and then where necessary an Event Management Plan, Risk Assessment, Site Plan and evidence of Public Liability Insurance.

We would recommend that Event Organisers fill in an event notification of their event on private land if the event meets any one or more of the following criteria:

- Event is categorised as a major event and is new to the District
- The event is of an unusual nature, or comprises elements or locations which could be deemed high risk to participants or the public.
- The event is to take place over a number of days
- Event requires a Temporary Events Notice and the event is in a public setting.

- Event includes the provision of catering outlets and/or trade stands and is in a public setting.
- The event organiser would like advice from the Event Safety Advisory Group.

There is no compulsory requirement for Event Organisers to make an application to the Council for events held on private land. However if an application is made the following need to be considered:

- If an Events Organiser has chosen to make an application, then ideally an application should be made a minimum of 3 months prior to any event. ESAG request 12 weeks notification for the documentation to be submitted.
- An application would enable the Council to inform them of any circumstances or other events that may have an impact.
- The Council will disseminate the information provided and following consultation with the ESAG will coordinate feedback to advise on any risks to public safety.
- Where the ESAG is not satisfied that the appropriate safety measures are in place, the Council will advise the organiser of this, and if appropriate, their insurer and the public. Individual agencies within the Event Safety Advisory Group may take action under their relevant legislative enforcement powers in these circumstances.
- Failure of notifying the ESAG could lead to external factors affecting the event.

The Council makes an application charge for offering advice, administration and liaising with the Event Safety Advisory Group in respect of events on private land.

It is the responsibility of the event organiser to ensure they have the permission of the landowner for all events on private land.

## 15.0 Fees and Charges

Thanet District Council is very supportive of Events within the District and recognises the economic impact they bring boosting the local economy. However there are costs and additional services that may be required to the Council for processing events and the use of Thanet District Council land.

The fees and charges are based upon everything that TDC will need to charge to cover its costs for providing additional services and resources ensuring that they are not detracting from other services being provided.

### **Fees for All Event Applications**

- Application Fee
  - The application fee includes access to support from our officers and covers administration time for processing an event throughout its Event Journey. The application fee will need to be paid once the Event Notification and the Event Application Pack documentation has been returned.
  - This fee is non-refundable.

### **Fees for use of Council Land for Events**

- Charges for the use of Council land shall be payable in accordance with the Council's fees and charges for hire which are in force at the time.
- It is Council policy to charge for hire of Thanet District Council land for the purpose of an event, based on the nature of the event being held.

- Guidance on how the fees and charges are calculated and what the fees cover (Appendices 6, 7 and 8) are sent out to the Event Organiser with the Event Pack.
- The Event Hire Fee will be requested when the Event Organiser has completed the paperwork and signed the memorandum of agreement and they will be asked for payment being made in full, in advance of the event.
- Reinstatement Deposit
  - A Reinstatement Deposit is charged in relation to certain types of events and relates to potential risk of damage to Council land and assets.
  - The deposit will be used to fund any repairs or damage caused by the event. However, if the damage results in the repairs costing more than the deposit then the organiser will be invoiced for the difference.
  - The deposit will be required at the same time as the Event Hire Fee.
  - Details on the Reinstatement Deposit can be found in the Events Fees Table (Appendix 8)
  - The deposit is returnable once the event has been completed, the site has been cleared and feedback from the Event Organiser and the Events Team has been completed.
  - The return of the deposit will be withheld if the event site is not returned to how it was prior to the event.
  - There will be an inspection of assets immediately prior to and immediately after events in order to identify any damage caused.
- Events using multiple spaces may be charged different fees as the events may use the sites for different purposes.
- Event Organisers will be charged a reduced fee for non-operational days at a percentage of the daily operational rate.
- KCC Highways Authority and Thanet District Council's Civil Enforcement Office may issue a charge for road closures in certain instances. Please refer to the Fees and Charges for Additional Resources Information Sheet (Appendix 7).

The Council incurs costs when events take place on its land and the following are charges that will be made in addition to the Application Fee and the Application Hire Fee. When your Event Documentation is received, the Events Team will determine a quote based on the requirements of your event.

### **Fees and Charges for Additional Resources**

The fees and charges for additional resources are provided in the Fees and Charges for Additional Resources table of information. (Appendix 7)

- Licensing Fees – Refer to Section 17
- Waste Management
  - Street Cleansing and Waste Management will provide advice on additional cleaning and waste collection requirements according to the footfall of the event.
  - Toilets are not a statutory service however TDC provide public toilets in many sites close to or within event footprints.
- Building Control
  - Event organisers need to manage the safe erection, use and deconstruction of temporary demountable structures (TDS).
  - Where an inspection of a temporary demountable structure is required, there will be an hourly charge for this.

- A temporary demountable structure is designed to be erected rapidly and dismantled many times. They are usually in place for a short time. Types of structures can include (but are not limited to) tents, marquees, viewing facilities (temporary seating and viewing platforms), stages, video-screen supports, and sound, lighting and camera structures.
- Electricity
  - There will be a charge for the consumption of electricity from a supply on an event site.
- Water
  - There will be a charge for the consumption of water from a supply on an event site.
- Events Team
  - The Events Team will add the additional charges into the Land Hire Fee with a breakdown of all the charges. The Event Organiser will be sent a quotation and the quote will then be sent to the relevant departments. The relevant departments will then need to invoice for their section.
- Fees and charges are reviewed annually.

Any unpaid fees or charges will mean future events will not be permitted by that organisation until the debt has been settled.

## 16.0 Cancellations and Refunds

The Council reserves the right, at its sole discretion, to cancel any event booked on Council land due to poor weather, unsuitable ground conditions, non-receipt of the required paperwork or exceptional unforeseen circumstances. In these circumstances, the Council is not responsible for any costs that the organiser may already have incurred in preparing for the event.

Where an event is cancelled by the Event Organiser, the Council requires 14 days' notice and the event organiser must have a strategy in place to communicate this through a variety of channels. In the situation of an event being cancelled the Application Fee is non-refundable.

If we are notified prior to the event with reasonable notice, where an event is cancelled due to circumstances beyond the Event Organiser's control, for example adverse weather conditions and natural disasters the Council may offer a refund of the Hire Fees, Additional Service Costs and any deposit at its sole discretion but this will only be paid if the costs the council has incurred are covered. The Non-Operational days would be taken into consideration in these circumstances. The Council will be covering their full costs that they may have to incur to date or things they have had to put in place to assist cancelling the event.

## 17.0 Licensing, Permissions and Insurance

Event Organisers need to ensure that all required licenses are acquired in the relevant time scales.

Thanet District Council has responsibility for licensing the sale of alcohol, late night refreshment and regulated entertainment.

Please note that depending on what you are applying for it may require up to two months notice. More information can be found in the Events Toolkit.

### **Temporary Event Notices**

- Some events may require a Temporary Events Notice (TEN), regardless of whether they are held on Council or private land. These are required where the event involves a licensable activity for which the premises concerned do not have an existing license.
- Licensable activities include the following:
  - The sale by retail of alcohol
  - The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club
  - The provision of regulated entertainment (including live music, recorded music, dancing, performance of plays, indoor sporting events)
  - The provision of late night refreshment (hot food after 2300 hours)
- For further information please refer to the Council's website or contact Licensing on e-mail [licensing@thanet.gov.uk](mailto:licensing@thanet.gov.uk) or phone 01843 577413.

### **Premises License**

- Some events may require a Premises License to provide late night refreshments and regulated entertainment, and sell alcohol.

### **Street Collection Permits**

- To collect money or sell articles for the benefit of charitable or other purposes in Thanet, the Event Organiser will require a street collection permit.

### **Conditions of License**

- Where an event has a Temporary Events Notification and the conditions of the license are not being put in place prior to the event, the licensing department may then visit the event when it takes place to monitor whether the conditions are being followed. This will be fed back to the Event Organiser and could end in a follow up prosecution or future applications may be affected for not complying with the conditions of license.

### **Public Liability Insurance**

- Public Liability Insurance provides cover for legal liability of the insured party in respect of a claim from a third party for property damage, death, injury and illness.
- The Event Organiser must provide the Council with evidence of public liability insurance of not less than £5million covering the event.
- It is the responsibility of the Event Organiser to ensure that they obtain evidence of public liability insurance policies from any other site users, additional participants/parties to the same value prior to the event date.
- Recreational activity providers may present £1 million public liability insurance coverage relating to their Registered Exercise Professionals (REPs) or relevant coaching qualification. These would have to be considered on a case by case basis and the Director of Community Safety would need to sign these off.

## **18.0 Road Closures**

Some events may take place, partially or fully, on the highway, or pedestrians may use the highway to access or spectate at an event. In these circumstances, it may be necessary to close part or all of a road.

Closing roads can have a significant impact on local people, and should therefore only be considered where absolutely necessary for an event to go ahead safely.

An application for a road closure can be submitted to the Council as part of an event application. The Civil Enforcement Office provides feedback on event applications concerning Council owned

or managed car parks and parking bays, and for granting the required permissions for the use of these areas, subject to their own policies and procedures.

Road closure notices may be administered either by the Council, or by the KCC Highways Authority, depending on the nature of the closure. The Council can issue closures under the Town Police Clauses Act and the fee is included in the Fees and Charges for Additional Resources document (Appendix 7). The Traffic Technician is responsible for issuing some Town Police Clauses Act notices and will pass road closure requests to KCC Highways for their consent and Kent Police for their feedback.

Closures implemented using any other legislation will need to be administered by KCC Highways for which a cost may be incurred.

If you are requesting a road closure and the reason for the closure fits with one of the criteria listed below, a road closure notice can be issued by the Council under Section 21 of the Town Police Clauses Act 1847 (a 'TPC'):

- Procession
- Illumination
- Rejoicing
- Road thronged (crowded) or liable to be obstructed

Road closures will need to be managed by competent people and this is assessed appropriately, reasonably and practically to the level of experience and location. This may be a person suitably qualified with a Street Works Ticket to work on the Highway, or someone deemed competent with previous or existing work life experience or experience in marshalling road closures.

For other events, particularly sporting events, road closures cannot be completed under the TPC legislation. For these events an order would need to be produced by KCC Highways, for which a charge would be made. KCC request 12 weeks' notice for a road closure application.

KCC Highways requires a minimum of 12 weeks standard notification for utilities work on the highways, so they use this time frame across the board. They ask Event Organisers to give 12 weeks' notice for road closures and this is so that if they receive notification and a utilities company approaches them, they can notify them of the event and can co-ordinate access. Thanet District Council's Civil Enforcement Office will require the same 12 week notice from Event Organisers to ensure that Event Organisers are given the opportunity for KCC Highways to deter utilities work on the highway 12 weeks prior to the event.

It is the responsibility of KCC Highways, in consultation with Kent Police, to determine the nature of the closure and therefore which authority administers the required notices.

It is the responsibility of the event organiser to ensure they have the permission of KCC Highways Authority, and appropriate closure documentation where applicable, for any events on the highway.

Closing a public road, footway, footpath or verge without a lawful closure order is illegal.

## 19.0 Enforcement

The Council reserves the right to check that an event organiser is managing an event in accordance with the event plans submitted and the terms and conditions of land use granted under the Memorandum of Agreement or Permission To Occupy, where the event is held on Council land.

Any breach of these agreements based on a Council inspection or a substantiated complaint from a third party will provide grounds for the Council to be able to refuse permission for an event organiser to hold the same event in subsequent years or other events on Council land.

Where there is a breach of the terms and conditions contained within the Memorandum of Agreement, or the Permission to Occupy, the Council may choose to take legal action to enforce these contractual rights.

The Council has statutory powers that can enable it to immediately stop any events on its land where there is an imminent or substantial risk to public safety.

## 20.0 Marketing and Promotion

Promoting an event is an extremely important part of the event process and there is advice and guidance in our 'Promoting Your Event' Guidance Sheet in the Events Toolkit.

Where the event is in receipt of in-kind support by Thanet District Council, any promotional material should display the Thanet District Council Logo and/or mention the support in line with the Council's branding guidelines. Please contact [communications@thanet.gov.uk](mailto:communications@thanet.gov.uk). Event organisers are to encourage the use of social media and # tags.

Event Organisers are not able to advertise their event by fly posting, however if your event is likely to attract tourists then your event may be promoted on [www.visitthanet.co.uk](http://www.visitthanet.co.uk) if you submit the details to the Tourism Team. Refer to the Events Toolkit for marketing and promotional guidance which can be found on <https://www.thanet.gov.uk/your-services/events-and-exhibitions/event-organisation-and-land-hire/event-organisation-and-land-hire/>

There are Tourist Information Points in and around the District, where A4 or A5 posters can be displayed. The Thanet Visitor Information Centre would require the posters between 4-6 weeks before the event.

Identified prime seafront areas owned by TDC can be used to display advertisements for local events. This will be free of charge for local events and charitable events. Time limits for each event to display their advertisements will be restricted to them being displayed no more than 7 days prior to the event and removal within 48 hours after the event.

Along the seafront there are areas where banners can be displayed through the permission of the Foreshores department. These can go up two weeks in advance of an event and need to be taken down the day after the event.

Ramsgate Harbour Office will support events in the Ramsgate area by authorising advertisements around Ramsgate Harbour that comply with the size permitted.

Advertisements cannot be displayed adjacent to a highway area.

## 21.0 Training

The Events Team may be able to provide training sessions for Event Organisers and community groups to improve their understanding and knowledge of the Events Process. The key elements in this training will be:

- Events Policy
- Event Documentation
- Licensing, Permissions and Insurance
- Fees and Charges

- Venue Suitability
- Event Safety Advisory Group
- Event Grant Funding
- Event Toolkit

## 22.0 Engagement and Awareness Raising

### Communication, Engagement and Awareness Raising of the Policy:

This policy has been developed in conjunction with:

- Relevant council departments
- Agencies within the Event Safety Advisory Group
- Current or previous Event Organisers
- Cabinet
- Overview and Scrutiny Committee

The issues raised by these groups have been addressed as far as possible in developing this policy.

The final draft of this policy has been shared with some event organisers, Town and Parish Councils, Ward Councillors, Resident Groups, Chief Executive, Leader of the Council, TDC departments and members of the Event Safety Advisory Group

This policy, associated documents and guidance is available on the council's website at <https://www.thanet.gov.uk/your-services/events-and-exhibitions/event-organisation-and-land-hire/event-organisation-and-land-hire/>

### Communication and Awareness Raising of Events:

The level of engagement and awareness raising regarding a specific event will be dependent upon the scale and location of the event. The impact on the events locational surroundings will also be factored. This process will include engagement and awareness raising with:

- The Event Organiser and the Events Team to ensure that the event is in accordance with the TDC Events Policy
- Internal Departments of the Council
- Core members of the Event SAG and where specific to an event, invited representatives
- Ward Councillors and Town Councils where events are within their areas
- Communities and businesses of interest to the event

## 23.0 Monitoring and Review

### Monitoring and Review of Events:

#### Evaluation

- A vital part of any event is to carry out an evaluation reviewing the planning, organisation, delivery and success of the event.

The Events Team will monitor some events to ensure compliance with the policy and the event hire agreement.

## Event Debriefs:

This may be carried out in a variety of ways :

- verbally at a site visit;
- with a telephone conversation;
- through written feedback
- at a formal debrief meeting with officers from relevant Council departments and in some instances relevant members of the ESAG to review how the event went, give feedback and raise any concerns, offering the opportunity to discuss improvements for any future events.
- These sessions are a great tool for celebrating the achievements and impacts that an event has had.

## Monitoring and Review of the Policy:

- This policy will be refreshed on an annual basis and reviewed on a three yearly cycle. Minor alterations to the policy can be approved by the Director of Community Services in consultation with the Cabinet Member responsible for Community Services. Any substantive alterations to the content of the policy will be approved by Cabinet.
- An Equality Impact Assessment will be completed if the subject of a revision to this policy has relevance to the Equality Act 2010 and the Duty.

## Document Control

- |                 |   |
|-----------------|---|
| - Title/Version | <b>Event Policy 1:0</b>                       |
| - Owner         | <b>The Events Team – Safer Neighbourhoods</b> |
| - Date Approved |   |
| - Review date   | <b>November 2020</b>                          |
| - Reviewer      | <b>Events and Community Projects Officer</b>  |

## Revision History

Date	Reviewer	Version	Description of Revision
22 April 2016	SH & PB	1.0	Draft Event Policy
15 June 2016	SH & PB	2.0	Changes following internal engagement and awareness raising with Heads of Service & ESAG
15 June 2016	SH	2.0	Changes following CMT meeting
14 September 2016	SH	3.0	Changes following Overview and Scrutiny & External Engagement and Awareness Raising
3 October 2016	SH & PB	3.0	Changes following Overview and Scrutiny & External Engagement and Awareness Raising Changes following Cabinet Agenda Conference

# Appendix 1 – Thanet District Council Accountability Roles

## **Elected Members:**

- Engagement will take place with the Cabinet Member for events on any unusual or contentious applications and they may be involved in discussions regarding refusing permission for an event on Council land.

## **Director of Community Services:**

- The Director of Community Services is the Corporate Management Team Member responsible for Events and delegates the day to day events process to the Events Team within Safer Neighbourhoods.
- The Director of Community Services delegates the majority of authorisation of most events requested on Council Land to the Head of Safer Neighbourhoods who delegates this to the Events and Community Projects Officer in consultation with the Event Safety Advisory Group. The Director of Community Services would be responsible for enabling consultation with the Leader of the Council, Chief Executive of the Council and Thanet ESAG for major events requested on Council land.
- The Director of Community Services is authorised to refuse permission to use Council land for an event, in consultation with the Chief Executive and Cabinet Member and in line with the Local Review of Decisions Regulations 2015 guidance.

## **The Events Team:**

- The Events Team comprises of the Events and Community Projects Officer and the Community Projects Support Officer.
- The Events and Community Projects Officer will oversee the administration of the events process, with the support of the Community Projects Support Officer.
- The Events and Community Projects Officer and the Community Projects Support Officer will administer the events process on behalf of the Council, and liaise with the Event Safety Advisory Group and event organisers, as appropriate.
- The Events and Community Projects Officer with the assistance of the Community Projects Support Officer will seek authorisation from relevant Council officers in respect of insurance, health and safety and land ownership and management before authorising an event on Council land.
- The Community Projects Support Officer will prepare and issue the Memorandum of Understanding, to formalise permission for the use of Council land for events other than Major Events. The Events and Community Projects Officer will ensure that the Memorandum of Agreement (Conditions of Hire) has been agreed before the use of council land is permitted for an event.
- The Events Team is responsible for providing feedback on event applications in respect of the extent, availability and suitability of Council land for a proposed event.

## **Estates Team:**

- The Estates Team is responsible for advising the Events Team and providing feedback on event applications in respect of the availability and suitability of Council land for a proposed event.
- Authorisation from the designated officer(s) within the Estates Team is required for all events on Council land.

## **Civil Enforcement Office:**

- The Civil Enforcement Manager within the Civil Enforcement Office is responsible for providing feedback on event applications concerning Council owned or managed car parks and parking bays, and for granting the required permissions for the use of these areas, subject to their own policies and procedures. This will be supported by the Traffic Technician.
- The Traffic Technician is responsible for providing feedback on some event applications concerning use of highways or requests for road closures, and for issuing Town Police Clauses Act notices, in conjunction with KCC Highways Agency, and Legal Services.

#### **Legal Services:**

- For major events, the designated officer(s) within Legal Services is responsible for the preparation and issue of the Memorandum of Agreement and the Permission to Occupy, to formalise permission for the use of Council land.
- The Civil Enforcement Manager within Operational Services is responsible for authorising notices produced under the Town Police Clauses Act 1847. The Legal Clerk will arrange for the sealing of the Order.

#### **Health and Safety:**

- Under the Service Level agreement with Thanet District Council, the Health and Safety Advisors are responsible for providing feedback on event applications in respect of health and safety for a proposed event, in line with the Council's statutory duties.
- Authorisation from a Health and Safety Advisor within this team is required for all events on Council land.
- When an event is on private land, this does not fall under the remit of EKHR Health and Safety, this would be covered by a Health and Safety Officer within Thanet District Council
- The designated officer(s) will check that the Event Organiser has got the ADIP and PIPA certificates for amusement devices and inflatable play equipment.
- The designated officer(s) will complete site visits prior or during the event to carry out an inspection in respect of the relevant health and safety areas.

#### **Environmental Health:**

- The designated officer(s) within the Environmental Health team are responsible for providing feedback on event applications in respect of any areas of Environmental Health for a proposed event, in line with the Council's statutory duties. These areas include food safety, pollution and Environmental Protection.
- The designated Environmental Health officer(s) will complete site visits prior or during an event where necessary, to carry out an inspection in respect of the relevant environmental health areas.

#### **Public Health:**

- The Environmental Health Team carry out basic identity investigations of food outlets to avoid food poisoning outbreaks.

#### **Environmental Protection:**

- The Environmental Protection team is principally concerned with noise and odour impacts and will give advice in regard to mitigation. They will work with Event Organisers to assist them in avoiding potential statutory nuisances.

#### **Building Control:**

- The designated officer is responsible for providing feedback on event applications in relation to all technical/legal aspects of legislation within the remit of the service as they relate to proposed events.

- The designated officer(s) will complete site visits prior or during the event to carry out an inspection in respect of the relevant building control areas for example the erection of Temporary Structures.

#### **Parks and Grounds Maintenance:**

- The Events Team liaise with the Grounds Foreman to ascertain suitability and condition of the land and agree terms for use. For example identifying timescales that a site can be used to allow for seeding and to allow rest periods.
- The designated officer(s) may inspect Council land prior to and following an event, to determine whether any remedial works are required, for which a charge may be levied.
- The designated officer(s) will liaise with either the TDC Events team or the event organiser to ensure access is given to Council land for an event, where necessary.

#### **Regulatory Services – Licensing:**

- Designated officers within the Corporate and Regulatory Services team shall advise on and process applications for Temporary Events Notices and Street Collection Permits, in accordance with their own policies and procedures, where applicable.

#### **Insurance Officer:**

- The Council's Insurance Officer shall be responsible for providing feedback on event applications in respect of insurance provision.
- Authorisation from the Insurance Officer is required for all events on Council land.

#### **Street Cleansing and Waste Management:**

- The Designated officer(s) within the Street Cleansing and Waste Management team shall advise on the services that would be in place and advise on additional cleaning and waste collection requirements according to footfall.
- Events Team liaise with the service manager or designated officer.
- The designated officer(s) will ensure that event organisers comply with statutory regulations in respect of waste management for their event.

#### **Communications:**

- The Designated officer(s) in the Communications Team is responsible for monitoring and encouraging Media involvement and liaise with the Events Team on press releases
- The Designated officer(s) to monitor any social media activity and communicate through social media (Facebook and Twitter) and the website any event related information.
- The Designated officer to liaise with the Events Team with request for filming and drones.

#### **Finance:**

- Events Team liaise with the designated officer(s) with the processes involved with grant agreements, invoices and payment vouchers.

#### **Procurement:**

- Events Team liaise with the designated officer(s) with the process of payment of grants to be progressed via the Councils Purchase Order Processing system which will require supplier adoption to be used for this process. For the purpose of this we will utilise the supplier adoption process in the interest of suitability.
- The designated officer(s) need to notify the responsible officer in procurement of start and end meter readings to ascertain accurate recharging to third parties of any utilities or telephony.

# Appendix 2 – The Event Journey

**Time Scales**

3 days for Events Team to respond.

Up to 18 months prior to event.

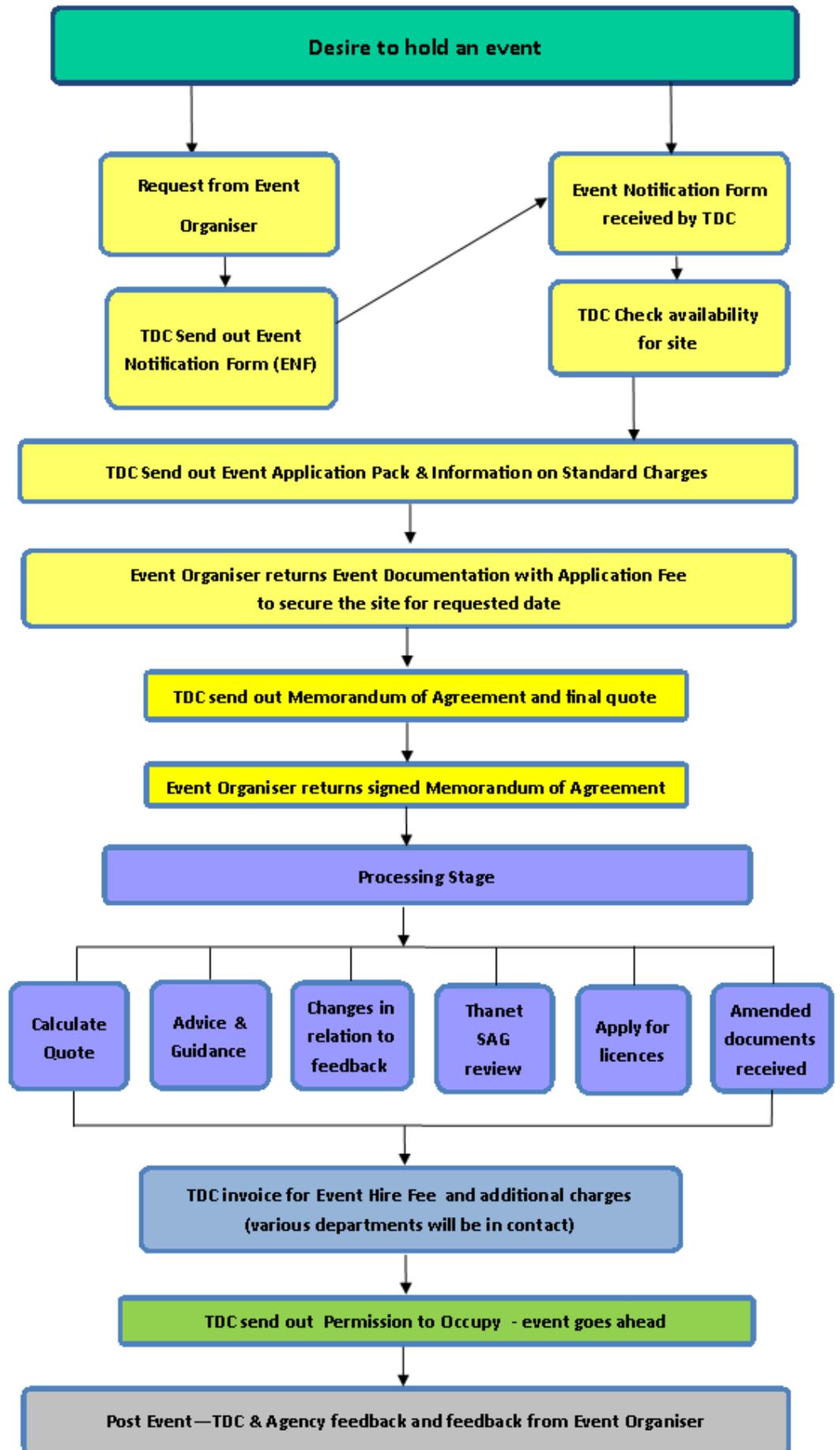
Maximum of 12 months before Event

0-14 weeks—small event

14 weeks—6 months medium event

6-12 months –large event

Minimum of 4 weeks prior to event.



## Appendix 3 – List of Event Sites within Thanet District Council

	Town/Village	Address	Premium or Standard Site	Type of Event
	<b>Ramsgate</b>			
1.	Government Acre	Government Acre, Royal Esplanade, Ramsgate CT11 0HE	Premium	Small to Large Enthusiast, Charity, Commercial, Community, Active Recreational and Fun Fairs.
2.	Ramsgate Harbour/Pier Yard/Turning Circle	Ramsgate Royal Harbour, Ramsgate CT11 9RN/Clock House Pier Yard, Harbour Parade, Ramsgate CT11 8LS/Turning Circle, Harbour Parade, Ramsgate CT11 8LP	Premium	Small to large Enthusiast, Commercial, Community and Fun Fairs
3.	Ellington Park	Ellington Park, Park Road, Ramsgate CT11 9TL	Standard	Small to large Enthusiast, Charity, Community
4.	King George V1 Park	King George V1 Memorial Park, Montefiore Avenue, Ramsgate CT11 8BD	Standard	Small – large enthusiast, charity, commercial and community
5.	Jackey Bakers Recreation Ground	Jackey Bakers Recreation Ground, Highfield Road, Ramsgate CT12 6QH	Standard	Small – large Enthusiast, Charity, Commercial, Community and Active Recreation
6.	Ramsgate Main Sands	Main sands, Marine Esplanade, Ramsgate CT11 8LX	Premium	Small to large Enthusiast, Charity, Commercial, Community and Active Recreation
7.	Eastcliff Bandstand	Eastcliff Bandstand, Plains of Waterloo, Ramsgate CT11 8JL	Standard	Enthusiast, Community
8.	Hugin site/Pegwell Bay	Hugin Site, Sandwich Road, Cliffsend, Ramsgate CT12 5HY	Standard	Small to large Enthusiast, Charity, Active Recreation or Community
9.	Warre Recreation Ground	Warre Recreation Ground, Newington Road, Ramsgate CT11 0QX	Standard	Small to large Enthusiast, Charity, Commercial and Community
10	Boundary Park	Boundary Park, St Lukes Avenue, Ramsgate CT11 7LB	Standard	Small to large Community, Active Recreation Sessions and Charity

	<b>Margate</b>			
11.	The Piazza	The Piazza, The Parade, Margate CT9 1EZ	Premium	Small to medium Community, Charity, Enthusiast and Commercial
12.	Main Sands	Margate Main Sands, Marine Terrace, Margate CT9 1XJ	Premium	Small to large Community, Charity and Commercial
13.	Old Town	King Street, Margate CT9 1DA	Standard	Small to medium Community, Charity and Commercial
14.	Palm Bay Recreation Ground	Palm Bay Recreation Ground, Palm Bay Avenue, Margate CT9 3NR	Standard	Small to medium Community, Charity, Enthusiast, Commercial and Active Recreation Sessions
15.	Cliftonville Oval Bandstand	Oval Bandstand, Queen's Promenade, Margate CT9 2GB	Standard	Small Community, Charity and Enthusiast
16.	Dane Park	Dane Park, Margate CT9 2AA	Standard	Small to large Community, Charity, Active Recreation Sessions and Commercial
17.	Newgate Gap	Newgate Gap, Margate CT9 2JP	Standard	Small to medium Community, Charity and Active Recreation Sessions
18.	Palm Bay Green	Palm Bay, Sacketts Gap, Margate CT9 3NR	Standard	Small to large Community, Charity, Active Recreation Sessions, Enthusiast and Commercial
19.	Hartsdown Park	Hartsdown Park, Margate CT9 5QY	Standard	Small to large Community, Charity, Active Recreation Sessions, Enthusiast and Commercial
20.	Fort Crescent (Area next to Winter Gardens)	Fort Crescent, Margate CT9 1HX	Premium	Small to medium Community, Charity, Active Recreation Sessions and Commercial
21.	Northdown Park	Northdown Park, Margate CT9 3TP	Standard	Small to medium Community, Charity, Active Recreation Sessions and Commercial
22.	Millmead Green	Dane Valley Road, Margate CT9 3RU	Standard	Small to large Community, Charity, Active Recreation Sessions and Commercial
23.	Garlinge Recreation Ground	Garlinge Recreation Ground, Caxton Road, Margate CT9 5NR	Standard	Small to medium Community, Charity, Active Recreation Sessions and Commercial
24.	Royal Esplanade Green	Royal Esplanade Green, Royal Esplanade, Margate CT9 5EN	Standard	Small to medium Community, Charity, Active Recreation Sessions and Commercial

	<b>Broadstairs</b>			
25.	Balmoral Gardens	Balmoral Gardens, Albion Street, Broadstairs CT10 1LU	Standard	Small Community, Charity and Commercial
26.	Pierremont Park	Pierremont Hall, Pierremont Park, Pierremont Avenue, Broadstairs CT10 1JX	Standard	Small to large Community, Active Recreation Sessions and Charity
27.	Victoria Gardens	Victoria Gardens, Victoria Parade, Broadstairs CT10 1QS	Premium	Small to large Community, Active Recreation Sessions, Charity, Enthusiast and Commercial
28.	Promenade	The Promenade, Victoria Parade, Broadstairs CT10 1QS	Premium	Small to large Community and Charity
29.	Viking Bay	Viking Bay, Harbour Street, Broadstairs CT10 1EU	Premium	Small to large Community, Active Recreation Sessions and Charity
30.	Joss Bay	Joss Bay, Joss Gap, Broadstairs CT10 3PG	Standard	Small to medium Community, Active Recreation Sessions, Commercial and Charity
31.	St Peters Recreation Ground	St Peters Recreation Ground, Callis Court Road, Broadstairs CT10 3AE	Standard	Small to large Community, Active Recreation Sessions, Commercial and Charity
	<b>Westgate</b>			
32.	Lymington Road	Lymington Road, Westgate on Sea CT8 8ET	Standard	Small to medium Community and Active Recreation Sessions
33.	<b>Birchington and Villages</b>			
34.	Birchington Recreation Ground	Birchington Recreation Ground, Park Road, Birchington CT7 0AD	Standard	Small to medium Community, Charity, Commercial and Active Recreation Sessions
35.	Crispe Park	Crispe Park, Crispe Park Close, Birchington CT7 9BN	Standard	Small to medium Community, Charity, Commercial and Active Recreation Sessions
36.	The Dip, Minnis Bay	The Dip, The Parade, Minnis Bay, Birchington CT7 9LX	Standard	Small to medium Community, Charity, Commercial and Active Recreation Sessions

# Appendix 4 – Memorandum of Agreement



## Memorandum of Agreement

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**SUBJECT TO THE APPROVAL OF YOUR REQUEST, THE FOLLOWING CONDITIONS MUST BE ADHERED TO WHEN HIRING LAND FROM THANET DISTRICT COUNCIL. PLEASE READ, COMPLETE WHERE NECESSARY AND RETURN TO:**

The Events Team, Thanet District Council, P.O. Box 9, Cecil Street, Margate, Kent CT9 1XZ  
Email: [events@thanet.gov.uk](mailto:events@thanet.gov.uk)

**Your Proposed Event** *(please complete all fields below)*

<b>Event Name</b>				(The Event)
<b>Period of Hire</b>	Start		End	(The Hire Period)
<b>Event Date(s)</b>	Start		End	
<b>Build Date(s)</b>	Start		End	
<b>De-Rig Date(s)</b>	Start		End	
<b>Location of event</b>				(The Venue)

### Applications

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All applications for hire of Council land must be made by completing the Event Notification Form and by signing the Memorandum of Agreement on the official templates. The person making the application will be deemed to be the responsible Hirer save that, where an organisation is named, that organisation also shall be considered the Hirer and shall be jointly and severally liable with the person who signs the documents. The application only becomes a booking when it is formally confirmed by Permission to Occupy given by the Officer in writing and the Council reserves the right to refuse any booking at its discretion.

### Conditions of Hire

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The Conditions of Hire outlined below should be read prior to completion and submission of this Memorandum of Agreement and a copy retained by the Hirer. A signed Memorandum of Agreement signifies that the Hirer has read and understood the Conditions of Hire. The parks and open spaces available to hire are owned/managed by Thanet District Council (the Council) and parks and open spaces which are the subject of a particular hiring are referred to throughout these conditions as the Venue. Where these conditions refer to the Officer, this refers to the representative of the Council, who is appointed to act on behalf of the Council.

**I HEREBY AGREE:**

1.	<b>STATUTORY REQUIREMENTS AND INSURANCE</b>	Not to do anything that will or might constitute a breach of any statutory requirement affecting the Venue or that will or might wholly or partly vitiate any insurance effected in respect of the Venue from time to time.
2.	<b>COUNCIL'S RIGHTS</b>	Not in any way to impede the Council, or its officers, servants or agents in the exercise of their rights or the Council's possession and control of the Venue and every part of the Venue.
3.	<b>RULES AND REGULATIONS</b>	To observe any rules and regulations the Council makes and notifies to the Hirer from time to time governing the Hirer's use of the Venue.
4.	<b>CONDITION OF PROPERTY</b>	To undertake responsibility for reinstatement and cleaning of the Venue if required following the Event and removal of the Hirer's furniture equipment goods and chattels following the Event.
5.	<b>LEGISLATION</b>	To comply with the Health and Safety at Work Etc Act 1974, the Environmental Protection Act 1990, the Food Safety Act 1990 and all other relevant statutory provisions.
6.	<b>HIRE PERIOD</b>	That unless otherwise agreed and stated in the Permission to Occupy issued by the Officer, the Event must cease at the agreed times and all clearing up operations must be completed by the end of the Hire Period. The property of the Hirer and the Hirer's agents must be removed at the end of the Hire Period and the Council accepts no responsibility for any property left on, at or within the Venue before, during or after the Hire Period.
7.	<b>CHARGES</b>	<p>That payment of the Application Fee, Hire Charge, Additional Charges and any Deposit must be made in full [28] days prior to the commencement of the Hire Period. If payment is not received the Council reserves the right to cancel the booking with immediate effect and no Permission to Occupy will be issued by the Council.</p> <p>The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the Hire Charge for the Event. Additional equipment which is required will be by negotiation between the Officer and the Hirer and may be liable to charge and deposit. For a full list of costs for hire please go to: <a href="http://thanet.gov.uk/your-services/events-and-exhibitions/event-organisation-and-land-hire/land-hire-arrangements/">http://thanet.gov.uk/your-services/events-and-exhibitions/event-organisation-and-land-hire/land-hire-arrangements/</a></p>
8.	<b>DEPOSIT</b>	<p>That the Deposit must be paid to the Council no later than [28] days prior to the commencement of the Hire Period and shall be held on trust by the Council throughout the duration of the Event.</p> <p>Following the conclusion of the Event the Deposit (less any deductions made in accordance with paragraph b below) shall be repaid / returned to the Hirer within 28 days. If the Deposit cannot be returned within this timescale the Council shall write to the Hirer setting out the reason for this delay.</p> <p>In the event of any damage or loss whatsoever being caused or incurred to;</p> <ol style="list-style-type: none"> <li>a. the Venue, which shall include malicious damage, unintentional loss (e.g. the loss of keys) and other such similar incidents;</li> <li>b. the land and or any adjoining land owned by the Council, as a direct result of the Hirer's occupation and or use of the Venue, land and or adjoining land then;</li> <li>c. the Council shall at its sole discretion and in all cases acting reasonably be entitled to use the Deposit to offset the cost of repairing, reinstating and or undertaking any works required to return these areas to the same or similar condition that they were in prior to the commencement of the Event and subsequently recover from the Hirer all additional sums required in excess of the Deposit and this additional cost shall be a debt due from the Hirer to the Council.</li> </ol>

9.	<b>CANCELLATIONS</b>	<p>(a) By the Hirer: In the case of a cancellation of a booking, the Hirer shall inform the Council at the earliest opportunity to enable the Venue to be hired by another party. Cancellation must be made in writing to the Officer.</p> <p>(b) By the Council: The Council reserves the right at any time to close or prohibit the use of the Venue at its discretion. The Council will not be liable for any loss or expenditure incurred by or on behalf of the Hirer or by or on behalf of any other person arising from the exercise of this discretion or from the cancellation of any booking by the Council. The Council will refund such fees paid as it considers reasonable in the circumstances.</p> <p>The Council has the right to cancel the hiring and to recover from the Hirer the amount of any loss resulting from such cancellation if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or committed any offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.</p>
10.	<b>ASSIGNMENT</b>	<p>That the right to use the facilities or equipment hired is not transferable and the accommodation or facilities hired shall not be used for any purpose other than that specified on the application form. The booking shall be personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred unless prior written consent has been obtained from the Council.</p>
11.	<b>REFUSAL OF BOOKING</b>	<p>The Council reserves the right to:</p> <ol style="list-style-type: none"> <li>a. Refuse any application for the hiring of a Venue without being required to give any reason for such refusal.</li> <li>b. Cancel any booked event due to poor weather or unsuitable ground conditions.</li> <li>c. Withdraw permission to use the Venue at any time up to and including the day of the Event.</li> </ol> <p>Failure to submit the required event documentation and payment [28] days before the commencement of the Hire Period will result in the Council refusing to hire the land and issuing Permission to Occupy. For events with payment already outstanding, the Council refuses to take further bookings.</p>
12.	<b>INDEMNITY</b>	<p>To indemnify the Council against all losses, claims, proceedings, demands, costs, charges, expenses and damages whatsoever or howsoever arising out of or in connection with the use of the Venue under the provisions of this hiring agreement, unless due to any act or neglect of the Council.</p> <p>The use of the Venue or any part thereof is entirely at the risk of the Hirer who shall be liable for any claim in respect of:</p> <ol style="list-style-type: none"> <li>1) Personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible;</li> <li>2) Loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.</li> </ol>
13.	<b>INSURANCE</b>	<p>To effect and maintain appropriate and adequate insurance against any and all of the aforementioned risks to the satisfaction of the Council with an insurer approved by the Council, including public liability insurance for the minimum sum of £5 million throughout the Event and provide evidence of the same upon request by the Council. A public liability indemnity of £5 million will be required before the hiring can be confirmed.</p>

14.	<b>LOSS AND DAMAGE</b>	<p>To undertake acceptance of any liabilities for loss or damage of any equipment or materials made available by the Council.</p> <p>Nothing shall be driven into or fixed or fastened to any part of the Venue or its furniture or fittings or equipment unless agreed by the Council in advance and the Hirer shall take every precaution to avoid damage to the same. The Hirer shall pay the Council on demand the cost of repairing or making good any damage to the Venue or any part thereof (fair wear and tear excepted) arising out of or incidental to the hiring or for the loss of any equipment included in the hiring. Any heavy equipment to be used within the Venue must be identified on the application. No other heavy equipment may be used. The Hirer shall ensure that any vehicle, generator or ride specially permitted on an area must have satisfactory measures in place to contain discharge of fuel or grease.</p>
15.	<b>LICENCES, PERMITS AND OTHER PERMISSONS</b>	<p>To undertake responsibility for obtaining any additional permissions, consents or licences required for the Event and to submit copies, if requested, to the Council, and where necessary this shall include appropriate insurance (including £5 million public liability) for other users of the said Venue which are not covered under the Hirer's insurance.</p>
16.	<b>PERFORMING RIGHTS SOCIETY</b>	<p>To undertake to advise the Performing Rights Society of any musical performance at the Event including live and recorded music.</p>
17.	<b>BROADCASTING &amp; TELEVISION</b>	<p>The Hirer may not carry out, allow or permit to be carried out any professional photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the Hire Period without the prior written consent of the Councils Officer.</p>
18.	<b>ADMISSION</b>	<p>The Council reserves the right at its absolute discretion to refuse admission to or evict any person from Council land that does not have permission to be there.</p>
19.	<b>CONSENT FOR CHATTELS (an item of property, a personal possession)</b>	<p>Not to bring any furniture equipment goods or chattels onto the Venue without the consent of the Council except as is necessary for the exercise of the rights to carry out the Event which is the subject of the land hire application.</p>
20.	<b>HEALTH AND SAFETY &amp; EVENT SAFETY GUIDANCE</b>	<p>To undertake all necessary risk assessments for the Event and 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 accessing, vacating, preparing and clearing the Venue for the Event.</p> <p>The Hirer agrees to risk assess and record revised arrangements including any revisions made during the Event and or the Hire Period.</p> <p>Where appropriate, the Hirer shall provide at the Hirer's expense First Aid services at the Venue for the duration of the Event and demonstrate to the Council that an adequate plan is in place to deal with emergencies which may occur.</p>
21.	<b>MAXIMUM NUMBERS TO BE ADMITTED</b>	<p>The maximum number of persons to be admitted to the Venue or the part thereof being hired during the Hire Period is not to exceed the recommendations of the Councils Safety Advisory Group or the emergency services. The Council reserves the right to fix a maximum limit for the number of persons attending the Event.</p>
22.	<b>COMMERCIAL TRADERS</b>	<p>No commercial traders will be permitted to trade at the Event without the prior written consent of the Council.</p>
23.	<b>NUISANCE</b>	<p>Not to use the Venue in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Venue or any adjoining or neighbouring property or to the owners/occupiers or users of any adjoining or neighbouring property and not to do or permit to be done on the Venue anything which is illegal or immoral.</p>
24.	<b>MECHANICAL RIDES</b>	<p>In circumstances where the Council has agreed that the Venue shall be used for a small scale fun fair then the Hirer shall;</p>

		<p>a. Supply full details of all side shows and rides prior to the commencement of the Hire Period and shall comply with and ensure that the operators of the rides comply with guidance published by the Health and Safety Executive, and all other statutory bodies.</p> <p>b. Ensure that each ride has a valid Independent Safety Certificate, details of which shall be produced to the Officer for inspection prior to the ride or equipment being operated.</p>
<b>25.</b>	<b>ALCOHOL</b>	No intoxicating liquor shall be taken into the Venue by the Hirer or anyone on behalf of the Hirer or by any other person attending the Event unless previously agreed by the Council.
<b>26.</b>	<b>FOOD SAFETY</b>	The Hirer will submit full details of all food traders taking part in the Event to the Officer prior to the Event taking place and failure to do so may result in a food trader not being permitted on Council land.
<b>27.</b>	<b>SANITARY FACILITIES</b>	The Council reserves the right to require the Hirer to provide at the Hirer's own expense temporary sanitary facilities as deemed reasonable by the Officer.
<b>28.</b>	<b>LIGHTING</b>	That where the Venue is to be used during the hours of darkness then the Hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access provided that all flood lighting temporarily erected at the Venue shall be angled in such a manner so as not to shine into any window of neighbouring properties thereby causing any nuisance or annoyance to the occupiers therein.
<b>29.</b>	<b>COLLECTIONS AND LOTTERIES</b>	No collections (whether for charity or otherwise), games of chance, sweepstakes, sale of programmes, raffles or lotteries or gambling of any kind can be conducted at the Venue without the prior written consent of the Council. The Hirer must ensure that the Hirer has appropriate permission and licences in this regard through applying for a street permit from the licensing department.
<b>30.</b>	<b>ANIMALS INCLUDING LIVESTOCK</b>	No animals will be admitted onto Council land (except guide dogs), unless specifically approved by the Officer in writing. The Hirer shall not permit or suffer any live fish, animal or bird to be offered or given as a prize in any raffle or competition, whether of skill or otherwise. No animals will be permitted as part of any circus on the grounds of the practical implications involved.
<b>31.</b>	<b>ADVERTISEMENTS</b>	To ensure that all event publicity signs/posters will be displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Council. Flyposting (The display of advertisements in contravention of the advertisement control regulations) is an offence incurring liability to a fine. Any Hirer wishing to display posters must first consult the District's Planning Enforcement to find out whether consent is required.
<b>32.</b>	<b>WASTE AND RECYCLING</b>	The Hirer is responsible for the removal of all litter, waste and recyclable materials arising out of the Event from the Venue and any surrounding site or area. All waste generated by the Event must be disposed of in a compliant manner.
<b>33.</b>	<b>WAIVER OF SHOWMAN'S GUILD ESTABLISHED RIGHTS</b>	To waive any established rights under the rules of the Showman's Guild which the Hirer has or which the Hirer may accrue as a result of the hire of the Venue and/or any other past or future event held within the district of Thanet.
<b>34.</b>	<b>CAR PARKING</b>	Not to permit or allow cars or other vehicles to be driven over or parked on the Venue other than those previously agreed with the Council.
<b>35.</b>	<b>KEYS</b>	To return all keys (if any) to the Council on the next working day following the Event.
<b>36.</b>	<b>SERVICES</b>	The Hirer shall not connect to any electricity, water or gas supply on Council

		property without the permission of the Council. The Hirer will inform the Council of the amount of electricity demand required and TDC will control the connection. If any issues arise with the supply, the hirer must contact the Council and we will rectify it.
<b>37.</b>	<b>SITE VISITS</b>	The Council reserves the right to allow Officers of the Council, authorised staff, police and fire brigade officers free ingress and egress to all parts of the Venue, before, during and after the Hiring Period, to conduct site visits. Instructions must be given by the Hirer for their admission. The Hirer, their staff, volunteers and agents shall during the hiring and during such other times as they or any of them shall be in the Venue comply with all reasonable requirements of the Officer.
<b>38.</b>	<b>RESPONSIBILITIES</b>	No hiring may start until the Hirer or a responsible person within the organisation is in attendance. The Hirer is responsible for: <ul style="list-style-type: none"> <li>a. The administration, organisation, control, management and running of the Event</li> <li>b. Keeping the venue clean and tidy and ensuring that the Venue is regularly litter picked during the Event</li> <li>c. Leaving all premises, including outside facilities, in a clean and tidy condition</li> <li>d. Having appropriate and sufficient stewards and officials to fulfil these conditions</li> <li>e. Supervision and control of event participants, officials, visitors and spectators</li> </ul>
<b>39.</b>	<b>EVENT SUITABILITY</b>	In all cases the Event must be suitable for family audiences and/or participants. In all cases, organisers of the Event must ensure that it will not cause discrimination (either directly or indirectly) or disadvantage and that equality issues have been taken into consideration in the preparation of the Event. Please see the Councils Policy for Equality on <a href="http://thanet.gov.uk/publications/equality-and-diversity/equality-policy/">http://thanet.gov.uk/publications/equality-and-diversity/equality-policy/</a>
<b>40.</b>	<b>EVENT DOCUMENTATION</b>	I/we have submitted and will abide by the following documents: <ul style="list-style-type: none"> <li>• An Event Notification Form</li> <li>• A full event management plan for the Event</li> <li>• A proposed site plan for the Event</li> <li>• A full Risk Assessment for the Event</li> <li>• A copy of valid public liability insurance (£5 million)</li> <li>• Any other documentation requested by the Event Safety Advisory Group</li> </ul>
<b>41.</b>	<b>PAYMENT</b>	I/We confirm that payment of the Application Fee, Hire Charge, Additional Charges (and the Deposit) will be submitted at least [28] days in advance of the commencement of the Hire Period.
<b>42.</b>	<b>COSTS INCURRED</b>	I/ We accept that any costs incurred before final permission is granted are incurred at our own risk.
<b>43.</b>	<b>OBLIGATIONS</b>	The Hirer will abide by the Conditions set out above wherever relevant and will be responsible to the Officer for the behaviour and control of any users or spectators. Specific Conditions in addition to those above may be introduced depending upon the type of event proposed to be held.  Any damage to the Venue belonging to the Council used during or in connection with the hiring, including building, fixtures and fittings, equipment and the ground, occurring during the Hire Period as specified in the Event Notification Form (or any extension thereof) will be attributed to the Hirer howsoever such damage may be caused or arise, fair wear and tear excepted.

<b>44. DECLARATION</b>	I/We confirm that all the information given is correct and that we have read and understood all information given by the Council including these Conditions of Hire with regard to the Event.
<b>45. VARIATIONS</b>	The Council reserves the right to vary the content of these conditions at any time.
<b>46. INTERPRETATION</b>	All references in these Conditions to 'writing' shall include communications by email.

**If any of the points listed above are contravened then the hire of council property will not be granted.**

**Date and Signature**

<b>Name (printed)</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Position in Organisation</b>	
<b>For and on behalf of Organisation</b>	
<b>Address</b>	
<b>Postcode</b>	
<b>Telephone</b>	
<b>Email</b>	

If you have any queries regarding completing this form please contact The Events Team at Thanet District Council

Email: [events@thanet.gov.uk](mailto:events@thanet.gov.uk) or telephone 01843 577735

**Please keep a copy of these Conditions of Hire for your own records.**

## Appendix 5 – Permission to Occupy

### Permission to Occupy Thanet District Council Land

Dear (INSERT EVENT ORGANISER NAME HERE),

As the event organiser you have agreed to adhere to the Conditions of Hire set out in the Memorandum of Agreement which has been signed and received by Thanet District Council.

The Events Safety Advisory Group has reviewed the documentation submitted in relation to this event. Given that the Memorandum of Agreement has been signed, all documentation has been submitted and payment has been received, you have been granted permission to occupy Thanet District Council Land.

This letter permits you to occupy Thanet District Council land, and the hiring is subject to the Conditions of Hire already signed by you within the Memorandum of Agreement along with the relevant site specific information. Please see attached.

Venue to be hired: INSERT Venue TO BE HIRED FOR EVENT HERE

Event: INSERT NAME OF EVENT HERE

From Date: INSERT DATE HIRE STARTS

To Date: INSERT DATE HIRE ENDS

If you have any questions please email: [events@thanet.gov.uk](mailto:events@thanet.gov.uk)

# Appendix 6 – Event Application Fee Information Sheet

## Event Application Fee Information

The application fee is chargeable for all event applications regardless of size, site required or status of organisation that is making the application. The application fee is non-refundable. **The Thanet District Council application fee payable is £75.00.**

The application fee includes access to support from Thanet District Council officers and covers the administration time for processing an event throughout its Event Journey. These processes include:

- Event Notification Form
- Event Application documentation
- Processing and advising
- Agreement
- Evaluation

When a completed Application Fee Request Form is received, an invoice will be generated and sent to the Event Organiser for the Application Fee for payment. Once the Application Fee and the Event Notification Form have been received, the Event Organiser will then be sent the Event Application Pack which includes information on Standard charges as well.

There are various methods for payment of the invoice, these include:-

- Online – at [www.thanet.gov.uk/payments](http://www.thanet.gov.uk/payments), you will need the Account and Invoice number along with your Debit/Credit card details.
- By Automated Phone Line – you can use the 24 hour automated phone service by telephoning 01843 577259, again you will need the Account and Invoice number along with your Debit/Credit card details. Please note that we do not accept Diners or American Express.
- BACS/Online Personal Banking – to pay your Council invoice this way contact your bank or building society quoting the Council's bank account number 67834000 and sort code number 60-14-05 along with the invoice reference number and account number.
- By Telephone – you can call the Corporate Income team directly on 01843 577550, please ensure that you have your Account and Invoice number ready along with your Debit/Credit card details.
- At the Post Office – you can pay by Trans Cash, please take your invoice and payment to any post office. You can pay by cheque which should be made payable to 'Post Office Counters Limited' and please quote Thanet District Council's Account number 304 4122 whilst adding your name, address, invoice reference number and account number. The Post Office will make a charge for this transaction.

All this information will be found on the reverse of the invoice once received, please return this form with the Event Notification Form to the Events Team by email to:- [events@thanet.gov.uk](mailto:events@thanet.gov.uk) or if you have any queries when completing the forms please call 01843 577735.

## Appendix 7 – Fees and Charges for Additional Resources 2016-2017

### ADDITIONAL RESOURCES FOR EVENTS

Department	Resource	Cost	Please tick if required	Contact Details
Events, Thanet District Council	Event Hire Fee for Enthusiast, Charity, Commercial, Community and Active Recreation Events	<ul style="list-style-type: none"> <li>Ranging from £75.00 to £300.00 per day. Price on Application and can be found on the Event Fees Table</li> <li>Build and De-rig days will be charged from 25% to 75% of the daily rate. VAT may apply in some cases dependant on which land is being used.</li> <li>£250 Deposit, £500 Deposit for Commercial Events to cover repairs to infrastructure.</li> </ul>		
Open Spaces, Thanet District Council	Electricity	<ul style="list-style-type: none"> <li>TBC as under review</li> </ul>		
Open Spaces, Thanet District Council	Water	<ul style="list-style-type: none"> <li>TBC as under review</li> </ul>		
Open Spaces, Thanet District Council	Ground Maintenance	<ul style="list-style-type: none"> <li>£5 per square metre for ground damage</li> </ul>		
Licensing, Thanet District Council	Temporary Events Notice	<ul style="list-style-type: none"> <li>£21.00</li> </ul>		
Licensing, Thanet District Council	Premises Licence	<ul style="list-style-type: none"> <li>Based on rateable value of premises. Price on Application</li> </ul>		
Licensing, Thanet District Council	Street Collection Permits	<ul style="list-style-type: none"> <li>Nil</li> </ul>		
Waste Management, Thanet District Council	Delivery of additional bins (regardless of size and number)	<ul style="list-style-type: none"> <li>£20.00</li> </ul>		
Waste Management, Thanet District Council	Collection of waste (price per visit for collection and per bin)	<ul style="list-style-type: none"> <li>£10.00</li> </ul>		

Waste Management, Thanet District Council	Provision of additional street cleaning for events	<ul style="list-style-type: none"> <li>• Hourly rate per operative Mon-Fri - £11.00</li> <li>• Hourly rate per operative Sat - £16.50</li> <li>• Hourly rate per operative Sun - £22.00</li> </ul>		
Waste Management, Thanet District Council	Additional opening hours outside schedule for public toilets	<ul style="list-style-type: none"> <li>• Direct cost as charged by Contractor.</li> <li>• Price on application</li> <li>• Indicative cost £40.84 Materials per day</li> </ul> <p>Operative per hour £11.62 and £23.24 in unsocial or dark hours</p>		
Building Control, Thanet District Council	Inspection of temporary demountable structures e.g. Tiered seating, Stage or Marquees	<ul style="list-style-type: none"> <li>• £48.40 per hour +VAT @ 20%</li> </ul>		
Parking	Road Closure	<ul style="list-style-type: none"> <li>• £100.00 cost</li> <li>• Advertisements in the newspaper.</li> <li>• Notices up on the streets.</li> <li>• Making the order legal by getting it sealed.</li> <li>• Liaising with emergency services, traffic management contractors and various members of the public.</li> </ul>		
Parking	Bay suspensions or car park closure	<ul style="list-style-type: none"> <li>• Temporary suspension of bays by area £60</li> <li>• On Street Bay suspensions No VAT,</li> <li>• Car Park Bay Suspensions +VAT @ 20%</li> </ul>		
Parking	Loss of parking income on and off street	<ul style="list-style-type: none"> <li>• For bays within a pay and display area a daily charge will apply.</li> <li>• On Street Bay suspensions No VAT,</li> <li>• Car Park Bay Suspensions VAT @ 20% included in the price.</li> </ul>		
Kent County Council	Road Closure by a Traffic Order under Section 16a of Road Traffic Regulation Act	<ul style="list-style-type: none"> <li>• Administration cost £450.00 and cost of advertising (this normally costs no more than £100.00)</li> </ul>		

	1984	<ul style="list-style-type: none"> <li>• Non-commercial and non-profit making events can apply for Administration cost to be reduced, however will still be liable to pay the advertising costs in all cases.</li> </ul>		
Parking	Loss of parking income on and off street	<ul style="list-style-type: none"> <li>• Day charge per bay per day. Price on Application.</li> </ul>		
East Kent Housing	Event Hire Fee for Enthusiast, Charity, Commercial, Community and Active Recreation Events	<ul style="list-style-type: none"> <li>• Ranging from £75.00 to £300.00 per day. Price on Application and can be found on the Event Fees Table</li> <li>• Build and De-rig days will be charged from 25% to 75% of the daily rate.</li> <li>• £250 Deposit and £500 Deposit for Commercial Events .</li> </ul>		

These figures are based on 2016 figures and will be subject to annual review and could be altered

## Appendix 8 – Events Fees Table 2016-2017

### Event Fees Table 2016-2017

Category	Description	Fees
Community	<p>Any event organised by community or voluntary groups that directly benefit the residents and visitors to the district and DO NOT provide significant advertising or other commercial benefit to a profit-making business or organisation. They are aimed at a social group, specific locality and have a common cultural or heritage link. There is no principle entry fee; activities are free or at reasonable costs. This includes village fetes, community open days, carnivals, community sports (fun runs, taster days and football tournaments), fireworks, standard holiday celebrations e.g. Easter/Christmas, school holiday activities for young people.</p>	<p>Application Fee = £75 (non-refundable)</p> <p>Deposit – £250, but where damage occurs TDC will seek recompense</p> <p>Daily hire rate                      Premium site £75 Standard site £50</p> <p>Build and de-rig days      25% of daily rate</p>
Active Recreation Sessions	<p>This category caters for regular participation sessions/activities that encourage active lifestyles e.g. running, cycling, walking. The sessions always operate in the same way and use Council land but are generally mobile or short in duration and do not preclude other events from using the site location. These are free events, not for profit, non-competitive, led by volunteers and The category aims to support this type of activity to be sustainable and open to all.</p> <p>The event organiser will be charged a one-off application fee; however there would not be an Event Hire Fee.</p>	<p>Application Fee = £75 (non-refundable)</p> <p>Deposit – £250, but where damage occurs TDC will seek recompense</p> <p>Daily hire rate: n/a</p>
Charity	<p>This category covers those operated by national and regional charities for the purpose of fundraising for the benefit of the charity.</p>	<p>Application Fee = £75 (non-refundable)</p> <p>Deposit = £250, but where damage occurs, TDC will seek recompense</p> <p>National Charity: Daily hire rate      Premium site £150 Standard site £100</p> <p>Regional Charity: Daily hire rate      Premium site £100 Standard site £75</p>

		Build and de-rig days 25% of daily rate
Enthusiast	This type of event covers specialist interest subjects such as motor vehicles and re-enactments. It could also cover specialist sports events. Likely to have small scale commercial activity.	Application Fee = £75 (non-refundable)  Deposit = £250, but where damage occurs, TDC will seek recompense  Daily hire rate Premium site £150 Standard site £100 Build and de-rig days 25% of daily rate
Commercial	These events provide a commercial benefit to a profit making business or operation including product launches, corporate events, music festivals, concerts, fun fairs, boot fairs and trade shows.	Application Fee = £75 (non-refundable)  Deposit = £500 significant issues will be recharged following site inspection.  Daily hire rate Premium site £300 Standard site £200 Build and de-rig days = 75% of daily rate

These figures are based on 2016 figures and will be subject to annual review and could be altered.

**Premium** – a site that is in a desirable location, used regularly and has enhanced facilities such as on-site toilets, electricity, water, car parking/public transport (excludes sites that have these facilities but are not in the council’s control).

**Standard** – general open spaces suitable for bringing on temporary event infrastructure.

## Appendix 9– Key Contacts

### Thanet District Council

Department	Address	E-mail Address	Telephone
Events Team	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	events@thanet.gov.uk	01843 577735
Environmental Health	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	Environmental.health@thanet.gov.uk	01843 577580
Licensing	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	licensing@thanet.gov.uk	01843 577432 or 01843 577413
Parking/Civil Enforcement Services	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	Car.parking@thanet.gov.uk	01843 577471
KCC Highways	Streetworks Team, Ashford Highways Depot, Javelin Way, Henwood Industrial Estate, Ashford, Kent. TN24 8AD	StreetworksEast@kent.gov.uk	03000 418181
Waste and Recycling	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	Waste&streetcleaning@thanet.gov.uk	01843 577115
Foreshores	P.O Box 9, Cecil Street, Margate, Kent, CT9 1XZ	leisureservices@thanet.gov.uk	01843 577274
Tourism	The Droit House, Stone Pier, Margate, Kent CT9 1JD	visitorinformation@thanet.gov.uk	01843 577577