

Events on the Green - (Community Development – Chris Dulley)

Synopsis of report:

To ask the Committee to consider a number of events proposed to take place on the Green in 2022

Recommendations:

The Committee consider applications for the below events and instruct Officers accordingly:

- i) Beach's Funfair – 16-23 May**
- ii) Village Fair - 18 June**
- iii) Carters Steam Fair – 27 September – 4 October**

Beach's funfair

The Council has received an event application from Beach's Funfair who wish to operate on Englefield Green in May. They propose to come onto the Green on Monday 16 May, operate the fair on the following Friday & Saturday, between 1pm and 10pm, then depart on Monday 23 May. Members are asked to consider this application and instruct Officers accordingly.

(To resolve)

Background papers

None stated

Village Fair

The Council is expecting an event application from the Englefield Green Village Residents Association for the annual village fair scheduled for Saturday 18 June. Although a formal application has not yet been received Officers are requesting authority to assess and approve the application upon arrival.

(To resolve)

Background papers

None stated

Carters Steam Fair

The Council has received an event application from Carters Steam Fair who wish to operate on Englefield Green in October. They propose to come onto the Green on Tuesday 27 September, operate the fair on the following Saturday & Sunday with fireworks display on the Saturday evening, then depart on Tuesday 4 October. Members are asked to consider this application and instruct Officers accordingly.

(To resolve)

Background papers

None stated

Event Agreement

Officers have reviewed the event agreement **Appendix 'C'** in line with comments received at the previous meeting. The document remains standard but with additional conditions and strengthened wording relating to ground protection (boarding etc) and litter clearance.

(For information)

Background papers

None stated

Appendix 'C'

Application for the use of Council land at (insert location name and date).

I can confirm that subject to your organisation signing and returning this letter of agreement, it will be in order for the land owned by the Council to be used for the event for which you have applied.

This permission is subject to compliance with the following conditions, which are accepted by you and your organisation's Managing Committee by signing and returning the duplicate copy of this letter. No permission exists until we receive a satisfactorily completed letter of acceptance from you.

1. Consent for the event is given only on condition that the organisers produce to the Council, **at least seven working days before the event, a current public liability insurance policy**, insuring against any incident arising out of, or in connection with, the event. The policy is to be in the minimum sum of **£5,000,000 (five million pounds)** limited to any one incident unlimited in total.

It is important that the Council receives a copy of the policy itself. **If this is not received, the Council reserves the right to cancel the event.** (Approval of the insurance policy by the Council does not operate as any form of guarantee of the adequacy or enforceability of the policy.)

2. IMPORTANT – PLEASE NOTE

You and your Organisation's Managing Committee (on whose behalf you will be deemed to sign the duplicate copy of this letter) will indemnify Runnymede Borough Council against all costs, liabilities claims, and demands for which Runnymede Borough Council might be liable arising directly or indirectly out of the exercise of this permission except where such costs, liabilities claims and demands are due to the negligence of Runnymede Borough Council, its servants or its agents.

You are advised to make absolutely certain that your Organisation's insurance policy (as required under condition 1 above) will cover you against any liability under this indemnity. It might be the case that the organisers of the event and/or the Managing Committee of your Organisation may be held to be personally liable for any incident arising out of the event.

3. The Organisers are responsible for the re-instatement of any damage to the site, and for the clearance of all litter, arising from the event. Re-instatement and litter clearance must be completed as soon as practicable after the event and in any case within five days, and will be subject to the satisfaction of the Council's Green Space team, who can be contacted on (01932) 425686 or at openspace@runnymede.gov.uk.
4. The layout of the site must be agreed in advance to reduce noise nuisance from generators. Sanitary arrangements are the responsibility of the Organisers, but must also be agreed with the Green Space team in advance.
5. The Organisers must liaise with Surrey County Council's Highways Section (telephone number 03456 009009), concerning traffic management, signing, and parking arrangements.

6. Your Organisations is responsible for ensuring that the Police are informed of the event and consulted on signing and parking arrangements. You are expected to comply with any instructions the Police may provide.
7. Drip trays **must** be placed beneath all items of heavy plant, fairground equipment or any device which could allow liquids to seep/drain onto the Council's land.

7.1 Adequate ground protection (boarding and/or stillages) must be placed under all items of heavy plant, fairground equipment or other similar items of machinery to protect the surface(s) from damage.
8. All electricity supply cables must be covered with adequate rapping and protection. Cables must not be buried into the ground unless specific agreement, in writing, is made with the Green Space team.
9. **Your Organisation is responsible for ensuring that the sale of refreshments and foodstuffs is discharged in accordance with the appropriate legislation. It would be advisable for you to contact the Council's Environmental Protection Division (telephone (01932) 425734 concerning this element of your event.**
10. The Council reserves the right to cancel or vary the conditions of the booking at any time if, in the opinion of Leisure Services, the ground conditions warrant such action.
11. The Council reserves the right to display publicity material at the event without charge.
12. Any literature, publicity, or promotional materials, which are produced for the event, should acknowledge the assistance provided by Runnymede Borough Council.
13. Please contact our Planning department for advice on planning regulations regarding advertising your event at planning@runnymede.gov.uk
14. Diversion Orders must be obtained from Surrey County Council should any Public Footpath be obstructed as a result of the event. Their telephone number is 03456 009009. Please note that it is a statutory requirement that at least six weeks notice of a Diversion Order request is needed.
15. Organisers wishing to operate inflatable bouncing devices (i.e. bouncy castles, slide etc) must obtain a copy of the best practice guidance relating to the duties of the controller and operation **and follow its instructions**. The guidance can be found on the internet at: <http://www.pipa.org.uk/publicBestPractice.pdf>

Inflatable bouncing devices **must not** be used in the rain.

The organiser **must** obtain proof that the inflatable equipment has been tested and approved under the PIPA scheme. Further information is available on the PIPA (www.pipa.org.uk) and HSE (www.hse.gov.uk) websites.

The Council reserves the right to ban the use of inflatable bouncing devices, although it is stressed that the responsibility for allowing the use of such equipment rests with the event organisers.
16. The Council does not encourage the use of animals, including fish, as prizes. Therefore, Organisers are asked to ensure that alternative prizes are offered.

17. If the event includes fireworks, the Fireworks Act 2003 and the Fireworks Regulations 2004, **must** be complied with. In addition, the Council imposes stricter conditions than those set out in the Act and the Regulations. Displays must be completed by 10pm in the months between May and September and by 9pm in the months between October and April. Only **low-noise displays** are permitted. The area must be cleared of all dead fireworks and other debris immediately after the event. If this is not possible due to light levels on the evening of the display, then a return visit the morning after in daylight should be planned, so all debris is cleared, at the latest, by Noon on that day. Consideration of local residents must be given.
18. Copies of the Declaration of Operation Compliance certificates, under ADIPS, must be provided for all amusement devices.
19. Archery and any form of driven buggy/vehicles will not be permitted under any circumstances.
20. Organisers have carried out a risk assessment of their activities to determine the control measures to avoid risk or reduce risk to acceptable levels. This is a requirement of the Management of Health and Safety at Work Regulations 1999. Approval from the Council's Safety Advisory Group may be required and conditions imposed by that group must be adhered to.

21. A warning about Petrol Generators

Runnymede is committed to a Zero Harm approach to health and safety issues. As such we advise all hirers and event planners that as a policy we support the use of Diesel generators over Petrol models. Petrol generators can overheat and if required to be refilled with fuel during the day create a clear and present fire hazard and potential harm to the individual or event. We would prefer only Diesel generators used on our property. Where Petrol models are to be used we would expect to see a Risk assessment, Emergency plan and No refuelling policy in place.

22. Amount of fee £

23. A deposit of £

Additionally, apart from meeting the Council's insurance requirements, it would be prudent for the organisers to ensure that all participating parties to the event are covered by their own public liability insurance of an adequate sum. As guidance, a minimum of £5,000,000.00 is applied by this Council in insurance matters. Seek advice from your own insurance company if you have any queries. **Adequate insurance is particularly important with regard to the operation of inflatable bouncing devices** which can prove to be extremely hazardous in wet or windy weather conditions. The events organisers will wish to take this into consideration on the day of the event.

Please sign and return the attached copy of this letter. I look forward to receiving a copy of the insurance policy, and any other necessary documentation, in order for the Council to ensure that there are no unacceptable clauses.

Please feel free to contact me should you have any questions or concerns, which have not been dealt with within this letter.

Yours sincerely

I, **(insert name of the organiser and organisation)** hereby agree to comply with the terms and conditions (as stated within this letter) concerning the use of land owned by Runnymede Borough Council situated at xxx on xxx 2022,

Deposit

• Fee

Public Liability

Risk Assessment

Event Plan

Signature: _____

Date: _____