

**Terms & Conditions of the “Use of Parks Application Form”
For a site regulated by Birmingham City Council
Terms & Conditions**

In these conditions references to:-

- a) **“Event Organiser”** means the person identified in the “Use of Parks Application Form” as the event organiser
- b) **“Event”** means the event described in the “Use of Parks Application Form”
- c) **“Activities”** means the activities described in the “Use of Parks Application Form”
- d) **“Event Site”** means the Birmingham City Council owned site, identified in the “ Use of Parks Application Form”, where the event is to be held.
- e) **“Safety Advisory Group”** (SAG) means a committee comprising of representatives from Birmingham City Council, the emergency services and key partners who live near the site.
- f) **“Designated Premise Supervisor”** (DPS) means the license holder of a alcohol license
- g) **“Safety Advisory Group Debrief”** (SAGD) means full event debrief with the SAG post event.
- h) **“Birmingham City Council”** means (BCC)
- i) **“Competent Persons”** fully meet the requirements of *BS7671* (particularly sections 711 and 740)

If your application is approved, a “Use of Parks” site fee will be applied.

The current Fees & Charges are available at

https://www.birmingham.gov.uk/info/20089/parks/165/holding_events_in_parks_and_open_spaces

1. Bye Laws

- 1.1 BCC’s Bye Laws relating to the site being used must be adhered to at all times and no undue interference caused to other users of the site.

2. Insurances

- 2.1 The Event Organiser of any event shall indemnify BCC and hold it harmless from and against all and any costs, expenses, claims, demands, damage(s), loss, and other liabilities whatsoever which may arise from the holding of the event and for this purpose should take out insurance covering such risks with such level of cover as BCC may reasonably require and produce the certificate for inspection to an authorised officer of BCC.
- 2.2 By virtue of 2.1, above (but without limiting the scope of that condition) it is noted that BCC will have the right to charge the Event Organiser of any event with the cost of repair of any damage(s) caused to a site, or any cost associated, as a result of an event.
- 2.3 Public Liability Insurance for the duration of the event, including rigging and de-rigging for the minimum sum of £5 million or more dependent on the event type.

3. Event Management

- 3.1 The Event Organiser of any event shall be responsible for managing all aspects of the event; its set up and breaks down in accordance with these Terms & Conditions and any requirements as set out by a SAG. In particular, the Event Organiser shall be responsible for ensuring the safety of all persons involved in the event,

and the safety of the general public attending the event. This condition shall apply whilst the event is in progress and also during any setting up and taking down of equipment which may be necessary prior to and after the event. Where applicable, the “*Health and Safety at Work Act 1974*” and “*Management of Health & Safety at Work Regulations 1999*” **must** be complied with.

4. Approval of Event

- 4.1 The Event Organiser of any event must complete an online application form which must be received by BCC Parks Service at least **12 weeks (26 weeks for large scale events)** before the event is to take place. The application will be subject to an initial screening and may require the endorsement of a SAG convened by BCC Parks. The SAG will require the Event Organiser of any event to carry out an Event Risk Assessment and to submit an Event Manual to include: - an Event Method Statement, a First Aid Plan and Emergency Plan together with any other documentation as so required by any representative of the SAG. BCC will provide guidance to help the Event Organiser complete the above on request.
- 4.2 The format of the event shall be as agreed by BCC and, where appropriate the SAG. Any changes to the agreed format shall not be allowed unless any such be notified in writing to the BCC, and approved by them 4 clear weeks before the event takes place. Any unauthorised changes to the event could lead to permission being withdrawn. BCC will not accept liability for costs incurred.
- 4.3 Approval of any event shall be subject to the statutory requirements for Event Licensing, and BCC Licensing policy statement, being met by the event proposal and the event itself. The Event Organiser’s application will be refused, and an approved event may be cancelled or terminated immediately by BCC, if any requirement of these conditions is breached or not observed (including time limits).
- 4.4 The Event Organiser shall immediately comply with all and any instructions, whether oral or in writing given during the event, including its set up and break down by any officer of BCC. The Event Organiser will ensure its staff, contractors, agents and guests comply likewise.
- 4.5 BCC reserves the right to reject any application, particularly if it contravenes any Council Policy. E.g. BCC’s No Platform Policy

‘No person using Birmingham City Council facilities should express or promote extreme ideological, religious or political views. Further, BCC will not allow the use of its facilities to any group or organisation proscribed by HM Government.’ A list of proscribed organisations can be found:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/322142/20140620-List_of_Proscribed_organisations_WEBSITE.pdf

5. Electricity

5.1 Any electricity supply installed will be provided only under the following conditions. The installation must be designed, installed, tested and certified by fully qualified persons who are registered with a recognised trade organisation (not Part P) in accordance with the 18th Edition of the IEE Regulations for Electrical Installation.

5.2 All electricity **MUST** be supplied by a diesel or LPG generator.

5.3 The output voltages from the Private Generating Equipment and shall be within 5% of the normal supply parameters.

5.4 Where supplies are derived via Private Generation or the Supply Company provides no earthing terminal earthstakes must be utilised. These shall be installed to give a maximum earth loop impedance to satisfy the requirements of *BS7671* and other guidance as appropriate.

- 5.5 All generators in use must have copper earth rods installed.
- 5.6 All electrical plugs from the generator to source must be through outdoor waterproof connections.
- 5.7 All event electrical supplies provided must be protected by Double Pole RCD units which shall be installed adjacent to the origin of the supply.
- 5.8 Electrical supply must not be sourced through cable extensions outside to supply electrical power to event locations from a 240 volt mains supply within buildings. Unless, weatherproof sockets are mains wired to the exterior of the building and have been electrically tested, refer to 5.1.

6. Legal Requirements to be Met

The Event Organiser shall be responsible for ensuring that the event complies with all current legislation and regulations enforced by statutory bodies:-

- *Health & Safety at Work Act 1974.*
- *Management of Health and Safety at work Regulations 1999.*
- *Regulatory Reform (Fire Safety) Order 2005.*

The Event Organiser of any event must, in compliance with the above regulations, undertake and provide written and recorded suitable and sufficient Risk Assessments for the event to include a specific Fire Risk Assessment for the event. It is therefore the responsibility of the event organiser to ascertain from the West Midlands Police, West Midlands Fire Service and BCC Regulatory Services that the proposed event will meet the respective requirements of these bodies.

7. Licences

- 7.1 The Event Organiser of any event shall be responsible for ascertaining whether any licences are required for the event of any element of the said event, and for obtaining any such licences prior to the event taking place. Examples of these are a Premises License (PL), Temporary Event Notice (TEN), and Performing Rights Society & Phonographic Performance License. Where an event organiser is required to obtain any licenses, adherence in full to these licenses is a condition of use of any BCC site.
- 7.2 Where the Event Organiser is required to attend a SAG, the event will only be given endorsement by the SAG when **all** the procedures and paperwork are completed.

Requirements for Supplying Alcohol

- 7.3 No alcohol may be in any way stored, offered or consumed at the event site during the event, its set up or break down (whether by sale or otherwise) except at the authorised place(s) on the site and during the permitted hours approved (in each case) by BCC.
- 7.4 BCC will not give such approval for the retail supply of alcohol in any circumstances except where all the following conditions are met.
- 7.5 A person under the Event Organiser's control holds a full valid, up to date, personal licence, fully in force under the "*Licensing Act 2003*" and is not subject to regulatory action, investigation (including forfeiture or suspension). A copy of the licence must be sent to the BCC at least **28 days before the event**.
- 7.6 The event organiser shall apply at its own cost and expense (with reasonable guidance and co-operation from the BCC) for:
 - 7.6.1 A licence to supply alcohol on the event site.

7.6.2 The above personal licence holder to be appointed (and, promptly at the BCC request, removed) as the DPS of the event site with effect on and from a date determined by the BCC.

7.7 The DPS for the event shall attend the event site at all times during the event, its set up and break down until the site is cleared of alcohol. The DPS will notify BCC of a mobile telephone number and will carry such mobile telephone at all times during the event. The DPS may not delegate or share his or her role. (The DPS will implement and observe all BCC's Guidelines on management of the supply and consumption of alcohol (whether by way of hospitality, sample or retail sale) and all other best practice, using utmost skill, care and diligence.)

7.8 An administration fee may be payable by the Event Organiser to BCC where alcohol is intended to be stored, supplied or consumed at the event.

NOTES ON EVENT LICENSING

The statutory objectives are (1) the prevention of crime and disorder, (2) public safety, (3) the prevention of public nuisance and (4) the protection of children from harm. BCC Licensing Policy statement can be obtained from <http://www.birmingham.gov.uk/licensing>

The entertainments regulated under the "*Licensing Act 2003*" are plays, films, indoor sporting events, boxing or wrestling entertainment, live music, recorded music, performances of dance, and anything similar. Entertainment facilities regulated under the "*Licensing Act 2003*" are making music, dancing and similar entertainment. The "*Licensing Act 2003*" also regulates the provision of late night refreshment and the supply of alcohol.

Contribution by Birmingham City Council

8.1 Any works or activities which the Event Organiser requires BCC to undertake in preparation for, or assistance with, the event must be requested in writing and formally agreed by BCC Parks Service prior to the event. Any such work undertaken will be recharged to the Event Organiser in addition to VAT at the standard rate.

Restrictions on Events

9.1 Subject to the size and content of any event, the BCC may require the Event Organiser to attend 1 or more SAG meeting(s). If there is a requirement to hold / attend SAG, such a commitment is a condition of use of any land under the control of the Council.

9.2 Any children's amusement ride or funfair must comply with BCC Bye Laws made under the "*Markets and Fairs Clauses Act 1847*" relating to pleasure fairs. For information relating to Portable Inflatable Devices please refer to BCC's Outdoor Event Organisers Guide.

9.3 The positioning of any event and all on-site arrangements must be agreed by an officer of BCC Parks Service who will be nominated when formal approval of the use of site is granted.

9.4 No living animal of any species including fish and invertebrates can be offered for sale or reward as a prize on any funfair stall, entertainment, side-show or any other event.

9.5 Route markers may be used but must be free standing and in no way fixed to any park furniture or trees. Aerosol spray paint or any other form of permanent markings is prohibited.

9.6 The Event Organiser should not advertise the requested event until BCC has formally approved the event. BCC will not be liable for any costs incurred due to advertising an event that is not formally approved.

9.7 The sale or display of any items that are likely to cause offense or harm is not permitted. This includes

imitation or replica firearms and other weaponry. This is in line with the Park's Bye Law No. 24. 'A person shall not in any part of the park, sell, or offer or expose for sale, or let to hire, or offer or expose for hire, any commodity or article, unless, in pursuance of an agreement with the Council, or otherwise in the exercise of any lawful right or privilege, such person may be duly authorised to sell or let to hire in the park such commodity or article'.

9.8 Chinese Lanterns, Balloon Releases and Confetti are not permitted on Birmingham City Council land due to the risk of potential danger to wildlife and the general environment.

9.9 Applications from individuals or organisations that have outstanding fees or charges relating to previous events will not be considered until aforementioned amount(s) are settled in full.