

Scrutiny Panel Meeting

**Grand Jury Room, Town Hall, High Street,
Colchester, CO1 1PJ**

Tuesday, 21 October 2014 at 18:00

The Scrutiny Panel examines the policies and strategies from a borough-wide perspective and ensure the actions of the Cabinet accord with the Council's policies and budget. The Panel reviews corporate strategies that form the Council's Strategic Plan, Council partnerships and the Council's budgetary guidelines, and scrutinises Cabinet or Portfolio Holder decisions which have been called in.

Information for Members of the Public

Access to information and meetings

You have the right to attend all meetings of the Council, its Committees and Cabinet. You also have the right to see the agenda, which is usually published 5 working days before the meeting, and minutes once they are published. Dates of the meetings are available at www.colchester.gov.uk or from Democratic Services. Occasionally meetings will need to discuss issues in private. This can only happen on a limited range of issues, which are set by law. When a committee does so, you will be asked to leave the meeting.

Have Your Say!

The Council values contributions from members of the public. Under the Council's Have Your Say! policy you can ask questions or express a view to most public meetings. If you wish to speak at a meeting or wish to find out more, please refer to Attending Meetings and "Have Your Say" at www.colchester.gov.uk

Audio Recording, Filming, Mobile phones and other devices

The Council audio records all its public meetings and makes the recordings available on the Council's website. Audio recording, photography and filming of meetings by members of the public is also permitted. The discreet use of phones, tablets, laptops, cameras and other such devices is permitted at all meetings of the Council, with the exception of Committee members at all meetings of the Planning Committee, Licensing Committee, Licensing Sub-Committee and Governance Committee. It is not permitted to use voice or camera flash functionality and devices must be kept on silent mode. Where permitted, Councillors' use of devices is limited to receiving messages and accessing papers and information via the internet.

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e-mail: democratic.services@colchester.gov.uk

www.colchester.gov.uk

Scrutiny Panel – Terms of Reference

1. To fulfil all the functions of an overview and scrutiny committee under section 9F of the Local Government Act 2000 (as amended by the Localism Act 2011) and in particular (but not limited to):

- (a) To review corporate strategies;
- (b) To ensure that actions of the Cabinet accord with the policies and budget of the Council;
- (c) To monitor and scrutinise the financial performance of the Council, performance reporting and to make recommendations to the Cabinet particularly in relation to annual revenue and capital guidelines, bids and submissions;
- (d) To review the Council's spending proposals to the policy priorities and review progress towards achieving those priorities against the Strategic and Implementation Plans;
- (e) To review the financial performance of the Council and to make recommendations to the Cabinet in relation to financial outturns, revenue and capital expenditure monitors;
- (f) To review or scrutinise executive decisions made by Cabinet, the North Essex Parking Partnership Joint Committee (in relation to decisions relating to offstreet matters only) and the Colchester and Ipswich Joint Museums Committee which have been made but not implemented referred to the Panel pursuant to the Call-In Procedure;
- (g) To review or scrutinise executive decisions made by Portfolio Holders and officers taking key decisions which have been made but not implemented referred to the Panel pursuant to the Call-In Procedure;
- (h) To monitor the effectiveness and application of the Call-In Procedure, to report on the number and reasons for Call-In and to make recommendations to the Council on any changes required to ensure the efficient and effective operation of the process;
- (i) To review or scrutinise decisions made, or other action taken, in connection with the discharge of functions which are not the responsibility of the Cabinet;
- (j) At the request of the Cabinet, to make decisions about the priority of referrals made in the event of the volume of reports to the Cabinet or creating difficulty for the management of Cabinet business or jeopardising the efficient running of Council business;

2. To fulfil all the functions of the Council's designated Crime and Disorder Committee ("the Committee") under the Police and Justice Act 2006 and in particular (but not limited to):

- (a) To review and scrutinise decisions made, or other action taken, in connection with the discharge by the responsible authorities of their crime and disorder functions;
- (b) To make reports and recommendations to the Council or the Cabinet with respect to the discharge of those functions.

COLCHESTER BOROUGH COUNCIL
Scrutiny Panel
Tuesday, 21 October 2014 at 18:00

Member:

Councillor Beverly Davies
Councillor Marcus Harrington
Councillor Mark Cable
Councillor Dominic Graham
Councillor Jo Hayes
Councillor Peter Higgins
Councillor Mike Hogg
Councillor Sue Lissimore
Councillor Chris Pearson

Chairman
Deputy Chairman

Substitutes:

All members of the Council who are not Cabinet members or members of this Panel.

AGENDA - Part A
(open to the public including the press)

Members of the public may wish to note that Agenda items 1 to 5 are normally brief.

1 Welcome and Announcements

- a) The Chairman to welcome members of the public and Councillors and to remind all speakers of the requirement for microphones to be used at all times.
- (b) At the Chairman's discretion, to announce information on:
 - action in the event of an emergency;
 - mobile phones switched to silent;
 - the audio-recording of meetings;
 - location of toilets;
 - introduction of members of the meeting.

2 Substitutions

Members may arrange for a substitute councillor to attend a meeting on their behalf, subject to prior notice being given. The attendance of substitute councillors must be recorded.

3 Urgent Items

To announce any items not on the agenda which the Chairman has agreed to consider because they are urgent, to give reasons for the urgency and to indicate where in the order of business the item will

be considered.

4 Declarations of Interest

The Chairman to invite Councillors to declare individually any interests they may have in the items on the agenda. Councillors should consult Meetings General Procedure Rule 7 for full guidance on the registration and declaration of interests. However Councillors may wish to note the following:-

- Where a Councillor has a disclosable pecuniary interest, other pecuniary interest or a non-pecuniary interest in any business of the authority and he/she is present at a meeting of the authority at which the business is considered, the Councillor must disclose to that meeting the existence and nature of that interest, whether or not such interest is registered on his/her register of Interests or if he/she has made a pending notification.
- If a Councillor has a disclosable pecuniary interest in a matter being considered at a meeting, he/she must not participate in any discussion or vote on the matter at the meeting. The Councillor must withdraw from the room where the meeting is being held unless he/she has received a dispensation from the Monitoring Officer.
- Where a Councillor has another pecuniary interest in a matter being considered at a meeting and where the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the Councillor's judgement of the public interest, the Councillor must disclose the existence and nature of the interest and withdraw from the room where the meeting is being held unless he/she has received a dispensation from the Monitoring Officer.
- Failure to comply with the arrangements regarding disclosable pecuniary interests without reasonable excuse is a criminal offence, with a penalty of up to £5,000 and disqualification from office for up to 5 years.

5 Minutes

8 - 9

To confirm as a correct record the minutes of the meeting held on 16 September 2014.

6 Have Your Say!

a) The Chairman to invite members of the public to indicate if they wish to speak or present a petition at this meeting – either on an item on the agenda or on a general matter not on this agenda. You should indicate your wish to speak at this point if your name has not been noted by Council staff.

(b) The Chairman to invite contributions from members of the public who wish to Have Your Say! on a general matter not on this agenda.

7 Decisions Taken Under Special Urgency Provisions

To consider any Cabinet decisions taken under the special urgency provisions.

8 Decisions taken under special urgency provisions

To consider any Portfolio Holder decisions taken under the special urgency provisions.

9 Referred items under the Call in Procedure

To consider any decisions taken under the Call in Procedure.

10 Items requested by members of the Panel and other Members

(a) To evaluate requests by members of the Panel for an item relevant to the Panel's functions to be considered.

(b) To evaluate requests by other members of the Council for an item relevant to the Panel's functions to be considered.

Members of the panel may use agenda item 'a' (all other members will use agenda item 'b') as the appropriate route for referring a 'local government matter' in the context of the Councillor Call for Action to the panel. Please refer to the panel's terms of reference for further procedural arrangements.

11 Work Programme

10 - 19

See report of Assistant Chief Executive

12 Review of Events of Castle Park

20 - 55

See report of the Head of Commercial Services

13 Exclusion of the Public (Scrutiny)

In accordance with Section 100A(4) of the Local Government Act 1972 and in accordance with The Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 (as amended) to exclude the public, including the press, from the meeting so that any items containing exempt information (for example confidential personal, financial or legal advice), in Part B of this agenda (printed on yellow paper) can be decided. (Exempt information is defined in Section 100I and Schedule 12A of the Local Government Act 1972).

Part B

(not open to the public including the press)

SCRUTINY PANEL

16 SEPTEMBER 2014

<i>Present :-</i>	Councillor Beverly Davies (Chairman) Councillors Mark Cable, Dominic Graham, Jo Hayes, Marcus Harrington, Mike Hogg, Peter Higgins and Chris Pearson.
<i>Apologies :-</i>	Councillor Sue Lissimore
<i>Substitute Member :-</i>	Councillor Jackie Maclean for Councillor Sue Lissimore

16. Minutes

The minutes of the meeting held on 19 August 2014 were confirmed as a correct record, subject to the inclusion of Councillor Hogg in the attendance list for the meeting.

17. Work Programme 2014/15

Councillor Graham (in respect of working for Holmes and Hills LLP UK representing claims against North East Essex Clinical Commissioning Group) declared their non-pecuniary interests in the following item pursuant to the provisions of Meetings General Procedure 7(5).

Councillor Hogg (in respect of being in receipt of Community Mental Health Trust Pension) declared their non-pecuniary interests in the following item pursuant to the provisions of Meetings General Procedure 7(5).

Councillor Davies introduced the work programme for 2014/15 asking for contributions and suggestions from the Panel.

Councillor Davies highlighted the need for the Scrutiny Panel to be kept up to date with the key decisions coming up for the Cabinet to help to enable pre-Scrutiny. As a number of the decisions expected to be taking place in September, have been deferred until October without an explanation. This makes it difficult to schedule in pre-scrutiny into the work programme.

With regard to the Scrutiny Panel's work programme, Councillor Davies highlighted that the meeting in October would be a good opportunity to look at the Garrison Gym Cabinet report now that it had been delayed. Also on the agenda for that particular meeting is the policy behind public events in Castle Park. The Panel requested that the policy be distributed in advance of the agenda.

For future meetings, an invitation has been sent out to Colchester Hospital University Foundation Trust to attend the Scrutiny Panel.

Councillors on the Panel then discussed the scope of questions that could be asked, and suggested that in addition to the Chief Executive attending, it would be helpful if another member of staff who had been in post for a longer period could also attend.

RESOLVED that:

- i) the Policy for Public Events in Castle Park be distributed to the Panel in advance of the meeting on 21 October
- ii) the Assistant Chief Executive inform all authors of key decisions placed in the forward plan keep the Scrutiny Panel updated when decision dates are altered.
- iii) the Work Programme 2014/15 be noted.

Report of Assistant Chief Executive

Author Jonathan Baker
Tel. 282274

Title Work Programme 2014-15

Wards affected Not applicable

1. Decisions Required

- 1.1 The Panel is asked to consider and comment on the 2014-15 Work Programme.

2. Alternative options

- 2.1 This function forms part of the Panel's Terms of Reference and, as such, no alternative options are presented.

3. Supporting Information

- 3.1 The Panel's work programme will evolve as the Municipal Year progresses and items of business are commenced and concluded. At each meeting the opportunity is taken for the work programme to be reviewed and, if necessary, amended according to current circumstances.
- 3.2 Included on the Work Programme for the December meeting is the attendance of Colchester Hospital University Foundation Trust, which has now been confirmed. In addition the results of Colchester Borough Homes Homelessness Peer Review will be ready for the Panel on the 2nd of December.
- 3.3 The Chairman of the Scrutiny Panel requested the inclusion of the Forward Plan of Key Decisions as part of the work programme for the Scrutiny Panel.

4. Strategic Plan References

- 4.1 The Council recognises that effective local government relies on establishing and maintaining the public's confidence, and that setting high standards of self governance provides a clear and demonstrable lead. Effective governance underpins the implementation and application of all aspects of the Council's work.

5. Standard References

- 5.1 There are no particular references to publicity or consultation considerations; or financial; equality, diversity and human rights; community safety; health and safety or risk management implications.

Meeting date / agenda items and relevant portfolio
8 July 2014 <ol style="list-style-type: none"> 1. Review of Colchester Borough Homes' Performance 2013/14 2. Year End 2013/14 Performance Report including progress on Strategic Plan Action Plan 3. Financial Monitoring Report – End of Year 2013/14 4. Capital Expenditure Monitor 2013/14
19 August 2014 <ol style="list-style-type: none"> 1. Budget Strategy, Timetable and MTFF (Leader / Business and Resources) 2. Annual Report on Treasury Management (Business and Resources) 3. 2014-15 Capital Monitor, period April – June 4. 2014-15 Financial Monitor, period April – June 5. Annual Scrutiny Report
16 September 2014 <ol style="list-style-type: none"> 1. Safer Colchester Partnership (Crime and Disorder Committee) (Planning and Community Safety)
21 October 2014 <ol style="list-style-type: none"> 1. Review of Public Events in Castle Park
11 November 2014 <ol style="list-style-type: none"> 1. 2014-15 Revenue Monitor, period April – September 2. 2014-15 Capital Monitor, period April – September 3. Treasury Management – Half yearly update 4. Local Council Tax Support – Year 3
2 December 2014 <ol style="list-style-type: none"> 1. 2014-15 6-monthly Performance report and SPAP (Leader / Business and Resources) 2. Corporate and Financial Management Fundamental Service Review – One Year Business Case Update 3. Colchester Hospital University Foundation Trust 4. Colchester Borough Homes – Peer Homelessness Review Result
27 January 2015 <ol style="list-style-type: none"> 1. 2015-16 Revenue Budget, Capital Programme and MTFF (Pre-scrutiny of Cabinet Decision (Leader / Business and Resources) 2. Treasury Management Investment Strategy
24 February 2015 <ol style="list-style-type: none"> 1. 2014-15 Capital Monitor, period April – December 2. 2014-15 Revenue Monitor, period April – December
17 March 2015 <ol style="list-style-type: none"> 1. Arts Review

COLCHESTER BOROUGH COUNCIL

FORWARD PLAN OF KEY DECISIONS 1 NOVEMBER 2014 – 28 FEBRUARY 2015

During the period from 1 November 2014 – 28 February 2015 Colchester Borough Council intends to take 'Key Decisions' on the issues set out in the following pages. Key Decisions relate to those executive decisions which are likely to:

- result in the Council spending or saving money in excess of £500,000;
- have a significant impact on communities living or working in an area comprising two or more wards within the Borough of Colchester.

This Forward Plan should be seen as an outline of the proposed decisions and it will be updated on a monthly basis. Any questions on specific issues included on the Plan should be addressed to the contact name specified in the Plan. General queries about the Plan itself should be made to Democratic Services (01206) 507832 or email democratic.services@colchester.gov.uk

The Council invites members of the public to attend any of the meetings at which these decisions will be discussed and the documents listed on the Plan and any other documents relevant to each decision which may be submitted to the decision taker can be viewed free of charge although there will be a postage and photocopying charge for any copies made. *All decisions will be available for inspection at the Library and Community Hub, Colchester Central Library, 21 Trinity Square, Colchester and they are also published on the Council's website, www.colchester.gov.uk*

If you wish to request details of documents regarding the 'Key Decisions' outlined in this Plan please contact the individual officer identified.

If you wish to make comments or representations regarding the 'Key Decisions' outlined in this Plan please submit them, in writing, to the Contact Officer highlighted two working days before the date of the decision (as indicated in the brackets in the date of decision column). This will enable your views to be considered by the decision taker.

Contact details for the Council's various service departments are incorporated at the end of this plan.

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KEY DECISION REQUIRED	DOES DECISION INCLUDE EXEMPT INFORMATION (or information defined by the Government as Confidential)	DATE OF DECISION or PERIOD DECISION TO BE TAKEN	DECISION MAKER (title and name, including Cabinet, portfolio holders and officers)	DOCUMENTS SUBMITTED OR TO BE SUBMITTED TO DECISION TAKER TO CONSIDER (and from where they are available)	CONTACT DETAILS FROM WHICH DOCUMENTS CAN BE OBTAINED (name of the authors of the reports)
Award of Lease at Shrub End Sports Ground	Yes	November 2014	Portfolio Holder for Communities and Leisure Services (Cllr Annie Feltham) Please contact via Democratic Services (01206)507832 email: democratic.services@colchester.gov	Portfolio Holder report, which will contain brief details of tender submissions.	Simon Grady, Sport and Leisure Participation Manager (01206) 282908 Simon.Grady@colchester.gov.uk
Housing Revenue Account Fees and Charges 2015-2016 to agree the Housing Revenue Account Fees and charges for 2015/2016	No	November 2014	Portfolio Holder for Housing and Public Protection (Cllr Tina Bourne) Please contact via Democratic Services (01206)507832 email: democratic.services@colchester.gov	Portfolio Holder report, Housing Revenue Account Fees and charges	Daniella Woraker Housing Systems Team Leader (01206 282392) Daniella.woraker@colchester.gov.uk
Delegation of Cabinet authority to the	No	26 November 2014	Cabinet (Cnllrs Barlow Bourne, Feltham, Hunt,	Cabinet report, which contain brief details of	Neil Hopkins, Regeneration Project Co-ordinator

KEY DECISION REQUIRED	DOES DECISION INCLUDE EXEMPT INFORMATION (or information defined by the Government as Confidential)	DATE OF DECISION or PERIOD DECISION TO BE TAKEN	DECISION MAKER (title and name, including Cabinet, portfolio holders and officers)	DOCUMENTS SUBMITTED OR TO BE SUBMITTED TO DECISION TAKER TO CONSIDER (and from where they are available)	CONTACT DETAILS FROM WHICH DOCUMENTS CAN BE OBTAINED (name of the authors of the reports)
Portfolio Holder for Business and Resources to decide the scope of works for reinstatement of the Garrison Gym and appoint the main contractor – Decision to delegate Cabinet authority to the Portfolio Holder for Business and Resources to decide the scope of the works which will be set to best facilitate the subsequent conversion to a community centre, and delegate authority to appoint the main contractor.			B. Oxford, Smith, Turrell, T. Young) Please contact via Democratic Services (01206)507832 email: democratic.services@colchester.gov.uk	expected scope of works.	(01206) 282245 neil.hopkins@colchester.gov.uk
2015/16 Revenue Budget, Fees and Charges, Capital Programme and Financial Reserves – to agree fees and charges for Council	No	26 November 2014	Cabinet (Cnllrs Barlow Bourne, Feltham, Hunt, B. Oxford, Smith, Turrell, T. Young) Please contact via Democratic Services	Cabinet report including schedule of fees and charges and budget changes	Sean Plummer, Finance Manager (01206) 282347 sean.plummer@colcheter.gov.uk

KEY DECISION REQUIRED	DOES DECISION INCLUDE EXEMPT INFORMATION (or information defined by the Government as Confidential)	DATE OF DECISION or PERIOD DECISION TO BE TAKEN	DECISION MAKER (title and name, including Cabinet, portfolio holders and officers)	DOCUMENTS SUBMITTED OR TO BE SUBMITTED TO DECISION TAKER TO CONSIDER (and from where they are available)	CONTACT DETAILS FROM WHICH DOCUMENTS CAN BE OBTAINED (name of the authors of the reports)
services for 2015-16 and agree certain budget changes for 2015-16			(01206)507832 email: democratic.services@colchester.gov.uk		
Vineyard Gate – Approval of Development Agreement and key financial terms	Yes	26 November 2014	Cabinet (Cnllrs Barlow Bourne, Feltham, Hunt, B. Oxford, Smith, Turrell, T. Young) Please contact via Democratic Services (01206) 507832 email: democratic.services@colchester.gov.uk	Cabinet Report	Fiona Duhamel, Economic Growth Manager (01206) 282252 Email: Fiona.duhamel@colchester.gov.uk
Appointment of Main Contractor for the Rebuilding of the Former Garrison Gymnasium – decision on the appointment of the main contractor including the scope of the works which will be set to best facilitate the subsequent conversion to a community centre.	Yes	December 2014	Portfolio Holder for Business and Resources (Cnllr Paul Smith) Please contact via Democratic Services (01206)507832 email: democratic.services@colchester.gov.uk	Portfolio Holder report, which will contain brief details of tender submissions and the scope of works.	Neil Hopkins, Regeneration Project Co-ordinator (01206) 282245 neil.hopkins@colchester.gov.uk
Environmental	No	28 January	Cabinet (Cnllrs Barlow	Cabinet report.	Wendy Bixby, Sustainability &

KEY DECISION REQUIRED	DOES DECISION INCLUDE EXEMPT INFORMATION (or information defined by the Government as Confidential)	DATE OF DECISION or PERIOD DECISION TO BE TAKEN	DECISION MAKER (title and name, including Cabinet, portfolio holders and officers)	DOCUMENTS SUBMITTED OR TO BE SUBMITTED TO DECISION TAKER TO CONSIDER (and from where they are available)	CONTACT DETAILS FROM WHICH DOCUMENTS CAN BE OBTAINED (name of the authors of the reports)
Sustainability Strategy		2015	<p>Bourne, Feltham, Hunt, B. Oxford, Smith, Turrell, T. Young)</p> <p>Please contact via Democratic Services (01206)507832 email: democratic.services@colchester.gov.uk</p>	<p>Background papers: Environmental Sustainability Strategy to be considered in conjunction with the existing Climate Risk Assessment, new draft Action Plan and Evidence Base document.</p>	<p>Projects Officer (01206) 282566 mobile 07876440406 Email: Wendy.bixby@colchester.gov.uk</p>

**CONTACT ADDRESSES
FOR
COLCHESTER BOROUGH COUNCIL**

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Report of	Head of Community Services	Author	Cassandra Clements ☎ 282918
Title	Review of Events of Castle Park		
Wards affected	Castle (indirect affect on all wards)		

The Panel is invited to review the Council's Policy on Events in Castle Park

1. Action required

- 1.1 The Panel is asked to consider and comment on the Council's Policy on Events in Castle Park

2. Reason for scrutiny

- 2.1 The panel have asked to understand the decision to withdraw the venue hire for the I AM Music Festival. And further to understand the strategy behind event planning and management for events within the Caste Park.

3. Background information

3.1 The 'I Am Music' Group and Festival

The 'I Am Music' group's event summary stated:

"The IamMusic Festival is a ticketed one day music festival held in Lower Castle Park, featuring local bands and artists during the day and some more higher profile well known performers during the evening.

The IamMusic Festival is largely about getting the community actively involved through performing at the event, volunteering and of course watching the event. As a community organisation, we are interested in bringing people together and raising awareness on issues that affect our community and people we work with - so 5% of every ticket sale goes to our nominated charity BeatBullying."

The festival was linked with 'Beat Bullying' and 'Only Cowards Carry' for its charitable support. There were three main members of the group that attended meeting with the Safety Advisory Group consistently through the process. They made it clear that this festival was for young people, families and with a clear anti-bullying and anti-knife crime message.

4. Safety Advisory Group (SAG) input

- 4.1.1 SAGs are usually, but not exclusively, co-ordinated by a local authority (LA) and made up of representatives from the LA, emergency services and other relevant bodies. They meet at regular intervals, or when necessary, to review event applications and advise on public safety.

SAG's do not have legal powers or responsibilities and are not empowered to approve or prohibit events from taking place. They provide independent advice to event organisers, who retain the legal responsibility for ensuring a safe event. (Individual representatives of organisations forming the SAG may have powers to require event organisers to comply with their legal obligations.)

The SAG advise event organisers of the outcome of their assessment of the event application. If any relevant subject has not been considered, eg fire or health and safety, it is made clear to the organiser at the same time.

It can be difficult to strike the right balance in deciding which events should be considered by a SAG. The guiding principle is that events presenting a significant public safety risk (whether in terms of numbers of people attending, or the nature of the event and/or the challenge of the environment) should be considered. However, small events like village fetes, where large numbers are not expected and/or the event is routine in relation to the activity normally carried out, need not go to a SAG.

4.1.2 The I Am Music Group had been working with Castle Park Staff and given a list of documents required in order to agree such a booking with the Park. A member of the Castle Park team sits on the SAG and due to the size of the event raised it as an agenda item.

The group first attended the SAG on 11th December 2013 and presented their first draft, the following points were raised with them:

- Police to liaise with the Safety Officer outside of the meeting regarding the plan
- a more detailed occupancy capacity calculation was required
- CBC to send the Safety Officer a copy of Colchester's Emergency Plan
- Sight of the Traffic Management Plan is required

The groups attended again on 13th March 2014. They presented an event management plan and a number of concerns were raised with them regarding:

- A light and unspecific Medical Plan
- inappropriate drop off points and the affect on the wider road network
- drug use – drugs policy was inconsistent and no appropriate searching or disposal facilities
- timings for the event were doubted
- the use of the Upper slopes and how crowd control would be managed
- the lack of a 'missing children' policy

4.1.3 The group then attended the SAG on 19th June 2014. Most of the above points had been covered or worked on, and further points arose due to the event changing shape:

- drug use was still an issue
- evacuation procedures had changed as the Upper slopes were no longer going to be used in the same way
- names of acts playing still needed passing to Police
- confirmation of ticket sales were asked for but not available

4.1.4 Local officers from Essex Police until this point had been working with the group outside of the meeting to help them progress their actions. Shortly after this SAG the Tactical Policing Team for Essex Police liaised with local officers due to the size of the event. They called a meeting with the organisers on 9th July 2014 due to the lack of confidence in the event plan that was currently circulating. The Community Zone Group Manager was invited to this meeting to represent the CBC & SAG.

This meeting was held in Colchester Police Station and lasted approximately 4 hours. The whole plan was spoken about in depth. The Police gave an indicative Policing cost of over £20k but said that this was likely to change given that the event plan clearly was not complete. Some points were completed at the meeting; however a 26 point action plan was drawn up as a result of that meeting (see Appendix One). The Head of Service at this point was told as it became clear that there was a problem with the organisation of this large event.

It is prudent at this stage to point out that at each meeting the event structure changed a little thus raising more questions.

It is also fair to state that all agencies were giving unprecedented amounts of time to the organisers of this group to help get the event on track. Everyone believed that this would be a great event for Colchester and so worked hard to give as much input as possible.

- 4.1.5** Shortly after this meeting the Police stated they were not confident in the plan and how light it was on real detail. It was agreed to call an extraordinary SAG on Friday 18th July 2014 so that the organisers could answer all points and would have access to all relevant agencies. We agreed that at the SAG meeting a decision would be taken on the future of the event.

The 18th July 2014 SAG went ahead and two thirds of the points previously raised had been completed.

To mitigate the majority of the local Highway issues Colchester Borough Council agreed to undertake this piece of work free and Essex Highways agreed to give emergency authorisation for us to do this. The organisers still needed to follow the usual procedures as they could not give, at the meeting, a plan on what was needed on the highway.

The Police stated that at this point for them to feel this was a safe event they would have to provide substantial Policing resource and a quote was given on over £30,000. However, the Acting Superintendant stated that she had managed to negotiate with her Gold Commander to absorb the majority of the resource implications and had got the bill down to just under £11,000. The organisers were given until the end of the day to get the information requested circulated and until the end of Tuesday 22nd to pay the policing bill. The SAG agreed that without these points in place the event could not go ahead. This meeting lasted 4 ½ hours. Again the Head of Service was briefed following this meeting.

- 4.1.6** On Monday 21st the organisers requested an emergency meeting with Essex Police and this was accommodated at the Tactical Policing HQ in Boreham at 18.00hrs that evening. Again, the Community Zone Group Manager was invited to represent the CBC & SAG.

This meeting was attended by 2 of the organisers and their Father. Essentially they wanted to meet as they said they could not afford to pay the Police bill as they had spent all the money raised so far. We took this opportunity to reiterate points that had not been covered off yet. Particularly that the insurance information provided needed more clarification. This meeting lasted 2 ½ hrs. Following this meeting the Head of Operational Services was briefed as the Head of Community Services was now on annual leave.

- 4.1.7** On Tuesday 22nd July, the Police called one of the organisers into the local station to provide hard copies of the insurance documentation. This was because the scanned copy sent clearly had parts covered up. This finally arrived after 15.00pm that day and ended with the Police having to get confirmation direct from the Insurers on the status of the policy. The Insurance company were unable to answer immediately and took over 2hrs to come back to Essex Police to state that the event was covered.

At this point we had the two major issues covered and good progress on most others.

During Wednesday 23rd July more progress was made on the Highway issues, the Ambulance issues and a number of the remaining points. However during this day we started to see press releases of bands pulling out. The Head of Service was updated during the day.

4.2 The decision to withdraw the event

On Thursday 24th July the Community Zones Group Manager was contacted by Essex Police to state that they had received intelligence on a number of major issues and were requesting the organisers meet them urgently. The organisers were not available until 16.30pm that day as they were in Bury St Edmonds securing a loan from a Community Bank.

At that meeting it was clear that the Police, either directly or via the Safety Officer for the event, had received information that put the event back into an unsafe position. All these points are covered below:

- 1) *no evidence of security / safety fencing secured*: the Security Officer stated that the original quote he had obtained from the company quoted in the event plan had not been followed up. Organisers stated that this was booked but could not give evidence of this. This in turn meant that the stage could not be assembled.
- 2) *no evidence of emergency lighting secured*: the Security Officer stated that the original quote he had obtained from the company quoted in the event plan had not been followed up. Organisers stated that this was booked but could not give evidence of this.
- 3) *no evidence of toilets being booked*: the Security Officer called the company stated in the event plan who said they had not made a booking with them. At the meeting they stated that they were using a different company as they forgot to follow this up, but could not provide evidence of this
- 4) *security firm stating they had not been paid*: the Safety Officer received a call that day stating they had only been paid 50% and would not turn up unless their bill was paid. The organisers stated that this was the contract they had with them but no evidence could be given to corroborate this.
- 5) *'Silk Road' had become funders*: this would significantly change the 'Threat Assessment' of the event that Essex Police undertake. The organisers were asked to clarify this arrangement to which they stated there was no financial commitment from 'Silk Road' to the event; this was contrary to the intelligence received by Essex Police.
- 6) *'Silk Road' had 3000 tickets to give away free*: the Safety Officer was made aware of this. The organisers were asked to clarify this arrangement to which they stated that they had only given Silk Road 100 tickets. Essex Police spoke to the Designated Premises Supervisor at this Licensed premises who confirmed they had 3000 tickets available.
- 7) *No amnesty bins were secured*: the safety Officer received a call from the charity Only Cowards Carry to say that they could not hold the booking for amnesty bins any longer as they had not been contacted at all about it. Therefore no provision was available which undermined the Drugs Policy.
- 8) *No ability to give an accurate figure of ticket sales*: at the meeting they could not tell us how many had been sold, nor how many had been printed.
- 9) *The Park and Ride transport was not sufficient*: the Safety Officer had secured two double decker buses but this was not followed up in time. Therefore one minibus and one coach had been ordered but it would take a considerable amount of time to move the amount of people likely to use the operation.
- 10) *No automated ticket software in place*: the Safety Officer advised that whilst software had been sourced, he was told that they could work it so would not use it.

- 11) *Sound check due on 25/07/14*: this could not take place due to the stage not being able to go up.
- 12) *Three acts pulled out sure to non-payment*: the organisers stated this was not due to payment issues but that the music company had not followed their contract. No evidence was available to substantiate this.
- 13) *No back up PA system*: no evidence was available that should there be a failure that alternatives are in place. This would be the main way of communicating any issues to the crowd.

It was after 2 hours of discussion that the Police stated that this would not be a safe event from a crime and disorder perspective.

Given this decision from the police the Community Zones Group Manager then called the Head of Operational Services and briefed him on the situation. A recommendation to withdraw the venue was made and this was agreed. This was later further agreed by the Chief Operating Officer for Colchester Borough Council. This decision was followed up in writing to the CEO of I Am Music group (see Appendix 2).

4.3 Lessons learned and summary actions

All partners in the Safety Advisory Group have had time to reflect on this event and a number of thoughts and actions have been agreed:

- to ensure that all SAG's work in a consistent way across Essex, with written recommendations and consequences clearly detailed
- a central database to record organiser details hiring CBC venues to be created for the ability to share any intelligence
- for Castle Park venue hire, to directly influence the appropriate size of an event dependant on experience of the organisers
- for the SAG to call upon the Tactical Policing Team if it feels an event warrants their attention
- For SAG's to receive training from Essex Police to help advise future events
- For the SAG to compile a Guide for Organisers on how to put on safe events, to include templates, tips and links to helpful organisations

4.4 Other large scale events in Castle Park

Castle Park is a fantastic venue with a licence to hold up to 9999 people at one event.

Other large scale and successful events are:

- King Cole's Kittens Firework Display
- Party In the Park (Abba, Queen)
- Colchester Cricket Festival
- Colchester Food & Drink Festival
- Oyster Feast
- Colchester Carnival
- Colchester Free Festival
- Race For Life

These events are mostly annual and have proven successful in attracting visitors to our Park. These events help us achieve the objectives set out in the Events Policy for Castle Park (covered in section 7 of this report).

The above list is a mix of both commercial and charity events with the former helping the Council achieve its income target for Castle Park.

4.5 Castle Park Events Policy and Conditions of Hire

- 4.5.1** The Castle park Events Policy is in place to provide a clear framework for the consideration, programming and operation of a variety of events in parks and open space to enable a wide range of sporting, recreational, cultural, social and educational opportunities, which enhance the quality of life and address the priorities for action set out in the Council's Strategic Plan (see appendix three).

It gives clear objectives to provide outcomes based on the Council's Strategic Plan and further 5 categories in which events may fall into.

It further gives clear direction on events permitted in the park, exclusions and how the programme is managed.

- 4.5.2** The Conditions of Hire document clearly states what is expected from Hirers and the Council's obligations to Hirers.

In the case of the 'I Am Music' festival, the decision to withdraw the venue was taken in accordance with section 4.2.

4.6 Summary

This report sought to clarify the circumstances relating to the 'I Am Music' Festival. The lessons learnt and subsequent actions seek to fill gaps uncovered by this event's journey. The panel should be reassured further that the actions taken are supported by a multi-agency partnership through the Safety Advisory Group and so each agency can learn and grow from this process.

This report further looked to highlight the policy and conditions at the forefront of the event booking process. Any changes to these must be proportionate and should not as a result exclude organisers from booking with the Council in the future.

5. Strategic Plan references

- 5.1** This report links to the [Strategic Plan 2012-15](#) priority area – **Leading our Communities**.

6. Consultation

Consultation with the Safety Advisory Group representatives has taken place throughout this period as well as regarding this report. Further, The Portfolio Holder and Senior Managers have been consulted with.

7. Publicity considerations

This situation was covered significantly by the local and county press, and therefore is likely to be of interest due to the content and detail in this report.

8. Financial implications

There are no financial implications identified.

9. Equality, Diversity and Human Rights implications

The Equality Impact Assessment for Castle Park will be provided in advance of the meeting.

10. Community Safety implications

Community safety implications were integral to the decision taken within this report. No further implications have been identified.

11. Health and Safety implications

Community safety implications were integral to the decision taken within this report. No further implications have been identified.

12. Risk Management implications

Risk implications were again a crucial part of this process and the debriefing and have been covered in section 4.3 of this report.

Background Papers

Appendix 1 – Action Plan

Appendix 2 – Decision Letter

Appendix 3 – Events Policy

Appendix 4 – Conditions of Hire

Safety Advisory Group - Action Plan for I Am Music

EP – Essex Police
MH – PC Matt Harkness

JG – John Godfrey

CC – Cassandra Clements

RN – A/Superintendent Rachel Nolan

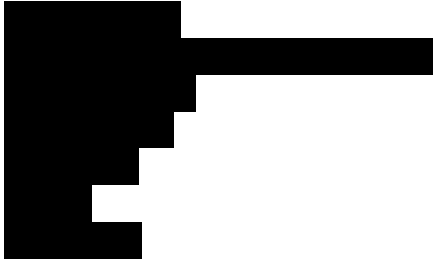
	Action Point	Owner	Timescale	Update 18.07.14
Pre Event	Ticket details and post codes where passed to EP. However, further information such as purchaser names to be passed to EP for intelligence checks.	JG	18.07.14	
	Information regarding drop off points handed out. This has been sent to ticket holders.	JG	COMPLETE	
	CLW was confirmed to be inappropriate for a drop of point due to the lack of traffic management in place. Explore the Stadium Park and Ride option.	MH & JG	18.07.14	
	Place signage on Cowdray Avenue advising people to use alternative routes.	JG & CC	18.07.14	
	Update ticket holders on travel options on the website, email and social media.	JG	18.07.14	
	Implement use of amnesty bins for both drugs and knives with a robust management and disposal plan. <i>RN gave estimated costs at the end of the</i>	JG	18.07.14	

	<i>meeting for EP to cover the event - £20k</i>			
	Full drugs policy to be made available to SAG, but also to the two security companies responsible for enforcing it.	JG	18.07.14	
	Final Act list needs to be sent to EP	JG	18.07.14	
Event Footprint	Plan of Castle Park needs scaling and colour coding with a key.	JG	18.07.14	
	Include all areas on the map, including King's Meadow that is being used for VIP's.	JG	18.07.14	
	Ensure full briefing is given on Radios, and that all necessary personnel have radios.	JG	18.07.14	
	Advised to remove fencing near concessions stands as this decreases the available area for attendees to evacuate from. 'E' on the map	JG	18.07.14	
	Fencing at 'P' on the map needs gates.	JG	18.07.14	
Event	Plan needed to ensure those evacuated at Middle Mill / Ryegate Road do not cut back through to St Peter's Street.	JG	18.07.14	
	CEO's needed to enforce against illegal parking.	CC	COMPLETE	
	Sheepen Road Coach Park needed for Emergency Services RVP.	CC	COMPLETE	

	Back up PA needs ordering.	JG	18.07.14	
	Consideration needs to be given on what gate drunk people will be ejected from.	JG	18.07.14	
	The Search policy needs clarification. Is it everybody? If so consideration on how long that will take needs to be given. Management of the queues that will form as a result will need to be in place.	JG	18.07.14	
	Replace manual ticket checking with an automated system.	JG	18.07.14	
Closure and Dispersal	Advised to show coloured banners / flags at gates so advice can be given over the PA.	JG	18.07.14	
Other items	Need to show the coloured lanyards at the next meeting.	JG	18.07.14	
	Full list of names for acts and staff to be passed to EP.	JG	18.07.14	
	Any names of acts staying at Five Lakes to be passed to EP.	JG	18.07.14	
	The supplier of the stage needs adding to the event plan.	JG	18.07.14	
	A copy of public liability insurance needs adding to the event plan.	JG	18.07.14	

Colchester Borough Council

33 Sheepen Road
Colchester
Essex CO3 3WG



Contact Cassandra Clements
Phone 01206 282918
Email Cassandra.clements@colchester.gov.uk
Your ref
Our ref IAMMUSIC26.07.14
Date 29 July 2014

Dear [REDACTED],

Re: I Am Music Festival

I am writing to you formally on behalf of the Colchester Safety Advisory Group regarding the I Am Music Festival.

As agreed at the meeting we held at Colchester Police Station on 24th July, I am confirming the points discussed with you that lead to the decision for Colchester Borough Council to withdraw the Castle Park venue hire.

- 1) No evidence to show provision of safety barriers / fencing had been secured:**
In the latest event plan given to Colchester Borough Council 'Niche Event Hire' show in the 'List of Contractors & Suppliers' on page 24 - the status shows 'TBC'. At the stated meeting you were asked to provide written evidence of this provision which you were unable to do. This point alone would have made the event unsafe to proceed. In turn your Safety Officer received a call from the company 'SFX' to say that without fencing he could not proceed with assembling the stage.
- 2) No evidence to show that provision of emergency lighting had been secured:**
In the latest event plan given to Colchester Borough Council no contractor / supplier information is provided. At the stated meeting you were asked to provide written evidence of this provision which you were unable to do. This point alone would have made the event unsafe to proceed.
- 3) No evidence to show that provision of additional toilet facilities had been secured:**
In the latest event plan given to Colchester Borough Council 'Mobile Thrones' show in the 'List of Contractors & Suppliers' on page 24. At the stated meeting you were asked to provide written evidence of this provision to which you advised you had booked the provision 'Simply Loos' who are not listed in the Event Plan. You were asked to provide written evidence of this provision which you were unable to do. This point alone would have made the event unsafe to proceed.

Continued.....

- 4) **No evidence to show that provision Security services were fully in place:** In the latest event plan given to Colchester Borough Council 'VIP Security' show in the 'List of Contractors & Suppliers' on page. At the stated meeting you were informed that your Safety Officer received a call from the company stating that they had only been paid half of the contract cost and that without the further payment they would not be attending. You stated that the contract agreement was for 50% up front and 50% after the event. You were asked to provide evidence of this contract agreement which you were unable to do. This point alone would have made the event unsafe to proceed.
- 5) **Intelligence given to Essex Police stated that 'Silk Road' had become funders of the event due to the financial difficulties the group were in:** this would significantly change the 'Threat Assessment' of the event that Essex Police undertake. This would make Silk Road a stakeholder in the event as they would therefore have an element of control, as well as wanting to see their financial contribution returned. At the stated meeting you were asked to clarify this arrangement to which you stated there was no financial commitment from 'Silk Road' to the event; this was contrary to the intelligence received by Essex Police.
- 6) **Information received by Essex Police, via your Safety Officer, stated that Silk Road were given 3000 tickets to give away free:** this would significantly change the demographic of people attending the event and again would change the 'Threat Assessment' of the event that Essex Police undertake. At the stated meeting you were asked to clarify this arrangement to which you stated that you had only given Silk Road 100 tickets. Essex Police spoke to the Designated Premises Supervisor at this Licensed premises who confirmed they did not hold the tickets but that they had been asked to sell as many as possible.
- 7) **No evidence to show how many tickets were in circulation:** At the stated meeting you were asked to provide evidence of how many tickets had been sold. At previous meetings and in emails different figures had been quotes. You were unable to tell us how many tickets had been sold, nor how many had been given away. You were also unable to tell us how many had been printed.
- 8) **No evidence to show that provision amnesty bins had been secured:** In the latest event plan given to Colchester Borough Council there is no mention of the use of amnesty bins in your Drugs Policy. You had given verbal reassurance to the Safety Advisory Group on 18th July that you would secure amnesty bins via the charity Only Cowards Carry. Information passed to Essex Police and Colchester Borough Council by your Safety Officer stated that the order had never been placed and that they were no longer available via that charity. You were asked to provide written evidence of this provision which you were unable to do. Which in turn significantly decreased the possible effectiveness of your Drugs Policy and increased the appropriate Police input.
- 9) **The Park and Ride system over capacity:** At the stated meeting the Safety Officer clarified that he had gained quotes for two double decker buses but this was not followed up in time. Therefore one minibus and one coach had been ordered but it would take a considerable amount of time to move the amount of people likely to use the operation.
- 10) **No automated ticket software would be in use:** At the stated meeting you were asked to clarify how you would manage entry given that you had chosen not to use automated ticket software, against previous advice. You stated that this would be done manually at each gate. Essex Police raised a relevant point on your website that stated that if tickets had not arrived, that email confirmation could be used to gain entry. When asked how a manual system would stop people gaining entry using

both tickets and email confirmation a satisfactory solution was not reached.

Therefore meaning that at any one point you could not accurately record how many people would be in the park.

- 11) Sound check could not take place:** At the stated meeting it was clarified that with no staging in place a sound check could not be undertaken.
- 12) Acts pulling out due to payment issues:** At the stated meeting you were asked to clarify the situation regard the four major acts pulling out. You stated it was not due to non-payment but that the Music Company did not follow the agreed payment schedule. You were asked to provide written evidence of this provision which you were unable to do.
- 13) No provision for a back up PA system had been secured:** At the stated meeting you were asked to provide written evidence of this provision which you were unable to do.

A formal debrief for this event will be arranged with the Safety Advisory Group during September 2014.

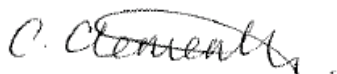
I would further draw your attention to the statement you have on you website:

"It is with much regret that the I Am Music Festival 2014 scheduled for 26th July 2014 in Castle Park, Colchester, was postponed by Colchester Borough Council less than 48 hours before the event was due to take place. Unyime Udo and fellow directors wish to make the following statement on behalf of I Am Music Community Group, the organisers of the Festival."

"Throughout the planning process for the festival we worked closely with the Council and engaged, on the Council's recommendation, a Health and Safety consultant approved by the Council to advise on all matters concerned with health and safety. Despite providing all requested information and assessments, and giving assurances to the Council of appropriate agreements with suppliers for the provision of fencing, emergency lighting and toilets, the Council representatives were not willing to accept the plans and engage with us further to keep the event on track."

As you know this to be factually incorrect, the Safety Advisory Group would ask you to remove it. Firstly, Colchester Borough Council did not postpone your event, they withdrew the venue hire. Secondly, you did not provide all requested information and assessments, to Colchester Borough Council or Essex Police. Thirdly, your assurances were verbal with no attempt to provide evidence which is not appropriate for any event with less than 24 hours to set up and this point is clearly covered above.

Yours sincerely



Cassandra Clements
Colchester Safety Advisory Group - Chair

CC: Colchester Safety Advisory Group
Chief Inspector Rachel Nolan – Essex Police

Textphone users dial 18001 followed by the full number that you wish to call.



Events Policy for Parks and Open Spaces

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Colchester Borough Council

Events Policy for Parks and Open Spaces

Context

Colchester Borough Council Strategic Plan.

Priorities for action are:

- Addressing young people's needs
- Addressing older people's needs
- Healthy Living
- Community Safety
- Community Development
- Reduce, Re-use and Recycle
- Congestion Busting
- Enable Job Creation
- Affordable Housing

Aims of the Events Policy

To provide a clear framework for the consideration, programming and operation of a variety of events in parks and open space to enable a wide range of sporting, recreational, cultural, social and educational opportunities, which enhance the quality of life and address the priorities for action set out in the Council's Strategic Plan.

Objectives of the Events Policy

- Support and enable cultural, educational and leisure activities which widen access to Colchester's parks and open spaces and increase participation from all sectors of the community
- Encourage activities that enhance the quality of life for visitors, encourage healthy living and promote diversity
- Enable the council to offer parks and open space as venues for events within its financial resources
- Use local products, services and people where possible to encourage active citizenship and promote a positive image of Colchester regionally, nationally and, where appropriate, internationally
- Attract visitors and event organisers to Colchester to bring investment, jobs and prosperity to the local economy
- Promote Colchester as a destination with a strong heritage complemented by a vibrant contemporary culture

- Manage events so as to protect, preserve and enhance the historic and natural environment of our parks

To meet these aims and objectives, events staged at parks and open spaces in the Borough of Colchester will fall into 5 broad categories:

- Events organised by registered charities for the purpose of raising money for local and national charities
- Events organised by voluntary groups or organisations for the purpose of benefiting the local community and/or raising money for local and national charities
- Commercial events of local, national and international importance or significance that support the aims and objectives of the Events Policy and promote the Borough to a wider audience and encourage visitors to the town.
- Events and activities that aim to enhance the environment of the park or open space, educate users, encourage participation and promote the leisure activities or opportunities available.
- Civic events

Event Programme

- Regular annual or biannual events will normally be given priority but the Council will not guarantee the provision of a site to any particular event or organising body based on previous use alone.
- The Council will give priority to those events that have a record of being well promoted and managed offering a safe and high quality visitor experience.
- Castle Park will be promoted for events of Civic importance and events which promote Colchester regionally, nationally or internationally, or are of wide ranging interest. Organisers of smaller events and activities with minority or local interest will be encouraged to utilise some of Colchester's other parks that are closer to their community
- The Council will aim to achieve a well -balanced programme of events across the Borough's parks and open spaces and minimise disruption to regular users.
- The Council will, where resources permit, support a programme of ranger and volunteer led activities at Castle Park, High Woods Country Park and at other venues which engage local communities and encourage participation, provide environmental education and support tourism and local business.

Permitted Events

Generally to include:

- Civic events
- Sporting and recreational events
- Arts and cultural Events
- Children's activities
- Musical concerts
- Entertainment events
- Firework displays
- Shows, Exhibitions and Craft fairs
- Bona fide Animal Breed Exhibitions or Shows
- Fairs
- Circuses (see Programme Exclusions)
- Drama
- Guided and Sponsored Walking Tours
- Historic re-enactment
- Military Festivals
- Environmental and horticultural demonstrations
- Religious Events
- Political Activities
- Private Hire*
- Other events not included here as approved by the Council

* An event to which admission is by ticket only, where such tickets are not on general sale to the public or the subject of general publicity

Programme exclusions

- Any event likely to provoke public disorder
- Any event that includes the use of performing animals, except those which are normally regarded as domesticated in the United Kingdom (i.e. horses, dogs, cats, birds used in falconry demonstrations, caged birds and rabbits) which may be used as an ancillary part of a performance
- Any event that would cast doubt on the integrity of the Council or that the Council believes may be of questionable public morality
- The Portfolio Holder with responsibility for Parks and Open Spaces will have the discretion and ultimate decision on determining whether a proposed event falls within the programme exclusions.
- Balloon releases are not permitted

Charges

- Hire fees and service charges will be levied for the use of parks and open spaces and these fees will be reviewed and approved annually by the Portfolio Holder. Fees for the hire of parks and open spaces and charges for the use of materials and equipment supplied by the Council during the event will be published.
- Registered charities may be offered the hire of parks and open spaces for raising money for local and national charities at no charge. Charges will be made for the use of materials and equipment supplied by the Council during the event.
- Non-profit making and local community groups which are not registered charities that wish to hire parks and open spaces for events to raise money for local and national charities will be required to pay the approved hiring fee. Charges will be made for the use of materials and equipment supplied by the Council during the event.
- Income derived from event hire fees will form part of the Parks and Recreation Service budget.
- Organisers of events in Castle Park will be encouraged to sell tickets through the Visitor Information Centre and Charter Hall Booking Office at Colchester Leisure World. Commission on ticket sales is negotiable and these charges may form part of any agreement with the Council to stage an event in Castle Park

Environmental Protection

- The Council shall ensure that event organisers comply with all relevant legislation relating to the control of noise and the protection of the immediate and local environment.
- Organisers will be encouraged to work with local residents and the relevant authorities to minimise the impact of events on the local community. Where considered appropriate by the Council, organisers will be required to inform local residents in advance of major events that may cause local disruption
- The protection of the park environment, wildlife and features will take precedence and will be considered when planning events. Where necessary the Council will secure a bond from the organiser in advance for re-instatements and repairs following events.
- The council does not allow the release of balloons on any sites due to the environmental impact caused by such an activity.

- In the case of severe weather creating very wet ground conditions, the Council reserves the right to cancel the event or require the event organiser to introduce ground protection measures to avoid excessive damage to the fabric of the park or open space. Such requirements will be at the Event organiser's expense. Such requirements may include the close supervision of vehicle movements to minimise damage. The cost of repair and reinstatement by the Council's approved contractors will be charged to the event organiser. In the circumstances that it is necessary to cancel an event due to severe weather the Council will not be liable for any costs. The decision to cancel an event due to severe weather will be taken by the Council's Head of Service whose decision will be final.
- In the case of severe winds creating dangerous conditions associated with trees on site, the Council reserves the right to cancel the event or require the event organiser to cordon off areas where the public may be at risk. Such requirements will be at the Event organiser's expense.

Event Promotion and Programming

- The Council will publicise park events through the Colchester Visitor Information Centre and its website www.colchester.gov.uk where possible. The Council will also publicise events on park notice boards and at information points where space permits.
- Promoters and organisers remain responsible for the marketing and promotion of their event and shall be required to make adequate provision for it and comply with the relevant licensing and planning legislation.
- The Council seeks to offer a wide and varied programme of events to the public in meeting the objectives of this Policy. Applications for events in parks and open spaces will be dealt with on a first come first served basis excepting that recurring annual events will be given priority if they are staged on regular dates.
- The Council will advise prospective event organisers of the forthcoming year's events. The Council will seek to avoid a clash of similar events by creating a minimum 4 weeks separation between events of similar character and attraction at the same location.
- The Council will consider events on the basis of those permitted events and programme exclusions as referred to above. References may be required and taken up where the content of an event needs further confirmation. The Council accepts no responsibility for the impact of refusing an event.

Operation

- Event organisers cannot hold an event in the Council's parks and open spaces without the Council's written permission. This permission will be granted at the discretion of the Council and only following satisfactory

completion of the Event Application documents. Evidence of adequate insurance and risk assessment will also be required.

- The majority of events are hosted during the period 1st April – 30th October. Some events outside of this time will also be permitted where the park environment and features can be adequately protected.
- Operating hours for events will be between 9am to 11pm (excluding set-up and set-down). In exceptional circumstances an extension of these hours may be sought from the licensing authority for celebrations on festival days (New Years Eve, Guy Fawkes Night etc.), on civic occasions, or where celebration of a significant local, regional or national event is required.
- Events where admission is charged for entry into a park or part of a park will be permitted. However, the Council will seek to minimise the impact that these events have on regular park users. The Council will encourage organisers and promoters to offer free entry to their events wherever possible.
- Firework displays and other pyrotechnics will only be permitted where they are an integral part of an event such as Guy Fawkes Night, New Years Eve celebrations, Civic Events, Military Festivals, historical re-enactments and certain musical concerts
- The Council will inform local resident associations and park user groups of the event programme for each park and will consider their views during the planning stages for each event. Organisers of larger events will be encouraged to liaise directly with these groups to minimise any disruption or disturbance and limit the impact that their event might have on local communities

Monitoring of Standards and Customer Satisfaction

- Organisers of annual or bi-annual events will be required to monitor customer satisfaction and take any appropriate action at future events. The details of all public consultation are to be supplied to the Council
- Organisers of annual or bi-annual events will be required to carry out post mortems of their events to learn from their experiences and seek to improve on the product being provided and the impact on local residents. The Council may require a clear Action Plan setting out the lessons learnt and the improvements to be incorporated in future years before approving subsequent events.
- No event organiser shall make an assumption that there is any form of guarantee or contract with the Council for continuation of annual events.

- The Council will monitor standards, customer satisfaction and feedback and will liaise with organisers to instigate improvements where appropriate

Licensing

- In accordance with the Licensing Act 2003, Event organisers will be required to obtain Temporary Events Notices and all appropriate licences and permissions from the relevant authorities, where these are not already provided for under the terms of a Premises Licence.
- The Event organisers will be responsible for ensuring that their event complies with the relevant Temporary Events Notice or Premises Licence. Compliance will be strictly monitored by the Council's Authorised Officer, Designated Premises Supervisor or appointed deputy.
- Organisers, during all licensable activities, shall be required to promote the four licensing objectives:
 1. The Prevention of Crime and Disorder
 2. Public Safety
 3. The Prevention of Public Nuisance
 4. The Protection of Children from Harm
- Organisers shall be required to read, understand and put into practice the Council's Policies relating to Noise Control, the Sale of Alcohol, Proof of Age, Safeguarding Children and Adults, Registered Security and Drugs.

Insurance

- Organisers will be required to obtain and provide evidence to the Council of Public and Employers Liability Insurance to a minimum value of £5 million.
- This minimum figure is subject to review and may be updated at any time on the advice of the Council's insurers. For some events, the Council may request a higher minimum value
- Promoters and organisers will be responsible for ensuring that all participants and contractors are adequately insured

Health and Safety

Event organisers will be required to provide evidence where required by the Council that they are complying with:

- All relevant Health and Safety Legislation and
- The Council's own Health and Safety Policy and procedures.

Safeguarding Children and Adults

- Event organisers, their employees and contractors will be required to comply with the Council's Safeguarding Children and Adults Policy
- The content of each event shall be considered by the Council and an age limit agreed with the Organiser. These limits will be monitored by the Council and failure to comply with them may result in the closure of the event.
- All organisers and promoters will be required to provide evidence of procedures for dealing with lost children

General Conditions

Hire of Parks and Open Spaces 2014

Definitions

- 1.1 “Conditions” means these booking conditions which shall form part of the contract between the Council and the Hirer.
- 1.2 “Council” means the Colchester Borough Council and includes its successors in title.
- 1.3 “Due Date” means 28 days prior to the date of the Event.
- 1.4 “Event” means the purpose for which the Venue has been booked.
- 1.5 “Hirer” means the company or the representative of the organisation booking the Event who pays any fees due under clause 2 below. This booking is personal to the Hirer and he may not transfer or sublet this consent to any other person.
- 1.6 “Head of Life Opportunities means the Head of Life Opportunities for the time being of the Council or his/her duly authorised officer.
- 1.7 “Venue” means the location booked for the event including the immediate surrounding area open to the public.

2 Payments and Charges

- 2.1 Payment of all fees and charges must be made in full prior to the Due Date. If payment is not received the Council shall have the right to cancel the booking immediately.
- 2.2 The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc over and above the hire charge for the event.
- 2.3 The Hirer will be liable for the full costs of any damage or loss to the Venue including the loss of keys if this damage or loss is related to or by reason of the hiring. The cost of any loss or repair will be re-charged to the Hirer.

3 Deposit

- 3.1 A deposit may be requested which would have to be paid to the Council 28 days prior to the Event which will be forfeited in the event of any damage or loss to the Venue or held as part payment of any necessary making good. The Hirer will be liable for the full costs of any damage, so should this exceed the deposit the Council will issue an account.

4 Refusal of Booking and Cancellation

- 4.1 The Council reserves the right to refuse any application for the hiring of a Venue without being required to give any reason for such refusal.
- 4.2 The Council reserves the right to withdraw permission to use the Venue. However, the Council will repay any deposits paid on cancelling a hiring but shall be under no liability for expense incurred or loss sustained by the Hirer as a result of the cancellation.

- 4.3 Cancellation by the Hirer of a booking must be in writing and the effective date will be the receipt of such information by the Council's Head of Life Opportunities.
- 4.4 On cancellation of the booking the Hirer shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council subject to the discretionary power of the Head of Life Opportunities to vary this provision in appropriate cases.
- 4.5 Hirers who do not take up their commitment for any reason or fail to notify the Head of Life Opportunities in writing of cancellation shall forfeit any hire charge paid and shall be liable to the Council for the whole of the hire charge together with any additional expenses incurred by the Council.
- 4.6 Substitution and amendments of the nature of the booking must be notified in writing to the Head of Life Opportunities who reserves the right either to cancel the booking or amend the hire fee as he/she considers appropriate. In the event of such cancellation, the Hirer shall be liable as stated in Clauses 4.4 and 4.5 above.
- 4.7 The Council accepts no responsibility for the non-arrival by the Due Date of application forms remittances or cancellations.

5 Emergencies

- 5.1 The Council shall have the right to cancel any booking forthwith in the event that the Venue is affected by an emergency of any kind. The Council will consider refunding part or all of any fees and charges paid and the amount shall be at the Council's sole discretion.
- 5.2 The hirer shall be required to submit to the Council a copy of their emergency evacuation procedure eight weeks in advance of the event date. The hirer shall be responsible for ensuring that all Stewards responsible for implementing this procedure are adequately trained and supervised.

6 Use of the Venue

- 6.1 The Hirer shall keep the Venue clean and tidy and shall ensure that the Venue is regularly litter picked during the event. The Hirer shall further ensure that the Council's obligations under the Environmental Protection Act 1990 – Code of Practice on Litter and Refuse are discharged.
- 6.2 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer except where hire of litter bins and/or litter collection services have been agreed with the Council.
- 6.3 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it or any equipment or other property of the Council whether forming part of the hire or not if this damage is related to or by reason of the hiring.
- 6.4 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the Head of Life Opportunities. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period.
- 6.5 If the Hirer fails to perform any of its obligations set out in Clauses 6.1: 6.2 and 6.3 above the Council reserves the right to perform any such obligations and any costs

incurred by the Council in the performance of such obligations shall be borne by the Hirer.

- 6.6 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these Conditions.
- 6.7 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators.
- 6.8 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the Venue without the prior written consent of the Council.
- 6.9 Where it has been necessary to make a road closure order the Hirer shall ensure that the road closure equipment positioned by the highway authority is not moved and shall maintain the integrity of the closure.
- 6.10 The Hirer shall not interfere with or attach anything to any item of street furniture or park furniture.
- 6.11 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council. No tent pegs or stakes are to be used anywhere within the Upper Castle Park because of its designation as a Scheduled Ancient Monument, therefore only freestanding marquees are permitted for this site.
- 6.12 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue.
- 6.14 The Hirer shall ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue unless the footpath has been closed under a highway closure order issued by the highway authority.
- 6.15 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Venue without the prior written consent of the Council.
- 6.16 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice* published by the Health and Safety Executive, and all other statutory requirements.
- 6.17 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue. Further guidance on this can be found in the council's Noise Policy. The council reserves the right to stop any event where flagrant breaches of these regulations occur.
- 6.18 Events are permitted to operate between 0900hrs and 2300 hours. An earlier commencement time may be negotiated with the Head of Life Opportunities for certain events but later completion times will be subject to approval by the Licensing Authority. Set up and set down activities for events will commence no earlier than 0600hours and cease by 2400 hours.
- 6.19 The Council reserve the right to require the Hirer to provide at his own expense temporary sanitary accommodation at such a level as deemed reasonable by the Head of Life Opportunities.

- 6.20 The Hirer must ensure that all users have unrestricted access to the permanent public toilet facilities located within the Venue.
- 6.21 The sale or consumption of alcoholic drinks is strictly prohibited without the prior written consent of the Designated Premises Supervisor, and completion of a Permit to Supply Alcohol form.
- 6.22 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are or might be involved without the prior written consent of the Council.
- 6.23 The Hirer will not permit the operation or release of any high flying object without the prior written consent of the Council and the Civil Aviation Authority. The release of balloons as part of an event is prohibited.
- 6.24 It is the responsibility of the Hirer to liaise with the Council's Head of Life Opportunities and the Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Head of Life Opportunities and the Police regarding traffic management.
- 6.25 The Hirer agrees that where the Venue is to be used in the dark then appropriate lighting will be provided to cover all areas to which the public are admitted or have access.
- 6.26 Where there is restricted access to the event the hirer shall ensure that all closed entrances are clearly marked with the location and direction of the next convenient entrance
- 6.27 The Hirer shall inform the council when any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, gas or other apparatus is brought onto the premises.
- 6.28 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barrier, so as to prevent access by members of the public.
- 6.29 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without the prior written consent of the Council.
- 6.30 The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of clause 6.17. Any necessary licences must be obtained by the Hirer. Details of any amplification and/or public address system shall be submitted to the Council for approval eight weeks in advance of the event taking place. Where amplifiers or Public Address systems are to be used the hirer will be required to liaise with Environmental Control, Colchester Borough Council Tel: 01206 282581 in advance
- 6.31 The Hirer shall repay to the Council on demand the cost, as certified by the Head of Life Opportunities, of reinstating, repairing or replacing or cleansing any part of or property in the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final.

7 Right of Entry

- 7.1 Authorised Council officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 7.2 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.3 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

8 Assignment

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

9 Prohibition

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

10 Broadcasting and Television

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

11 Promotion and Publicity

- 11.1 No advertising material may be issued, or tickets sold, until such time as a Hire Agreement has been signed and returned
- 11.2 Any contravention of the Town and Country Planning (Control of Advertisements) Regulations 1992 or any amendments or variation thereto may be deemed a reason for the cancellation of a hiring or series of hiring. If there shall be any contravention of these requirements, howsoever, wheresoever and by whomsoever caused, permitted or made then the Hirer shall reimburse or refund to the Council the cost of removing any such unauthorised or illicit advertisements or advertising material.
- 11.3 The hirer is required to provide full details of the event programme and examples of all posters, tickets and any other publicity material eight weeks in advance of the event taking place

12 Fly Posting and Street Leafleting

- 12.1 No advertising material is to be displayed anywhere on the Venue without the prior written approval of the Council or elsewhere in the town unless it conforms to the permitted displays authorised by the Town and Country Planning (Control of Advertisement) Regulations 1992.
- 12.2 In accordance with the Clean Neighbourhoods and Environment Act 2005, street leafleting is not permitted without the prior written permission of the Council.
- 12.3 Distribution of leaflets and programmes etc within the venue is not permitted without the prior written approval of the Council.

13 Permits and Licences

- 13.1 The Hirer shall ensure that any licence, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand copies of such licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 13.2 Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit and/or licences or consent issued in respect of the Venue. The hirer shall ensure that their event complies with the Licensing Act 2003 and any Premises Licence or Temporary Event Notice issued by the Licensing Authority. The Hirer shall familiarise themselves with the Operating Schedule of licensed premises and ensure that their event complies with the licensing objectives.
- 13.3 Where alcohol sales have been approved as part of an event by the Council, the hirer shall ensure that a Personal Licence Holder is present at all times and that the details of the Licence Holder have been provided to the Council 8 weeks in advance of the event.

14 Health and Safety

- 14.1 The Hirer agrees to undertake a Safety Plan 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 preparing and clearing the Venue for the event.
- 14.2 The hirer shall submit to the Council a copy of their Safety Plan for the event in advance by the date requested by the council, and shall produce evidence that the risk assessments of participants and contractors have been obtained and approved.
- 14.3 The hirer shall provide proof that tents and marquees are manufactured to current British Standards with particular regard to fire retardant properties of fabrics and materials.

15 Event Stewards and Security Staff

- 15.1 The Event Organiser shall ensure that an adequate number of qualified event stewards and security staff are appointed in accordance with HSE guidelines and BS 8406 – Event Stewarding. (Please see CBC Registered Security Policy)

- 15.2 Where Security Guards and Door Supervisors are appointed, these will be suitably qualified in accordance with the Private Security Industry Act 2003 and Security Industry Association guidelines.

16 Indemnity and Insurance

- 16.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death caused by the negligence of the Hirer, their employees or agents, whether to property or person(s) sustained by any person in the Venue.
- 16.2 The Hirer is responsible for all safety aspects of the Venue during the period of hire, and must accept liability for any loss, damage, injury or death whether to property or person(s) sustained by any person(s) in the Venue if as a result of the negligence of the Hirer, their employees or agents.
- 16.3 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer caused as a result of the negligence of the Hirer, their employees or agents.
- 16.4 The Hirer agrees to take out Public Liability Insurance Cover or Third Party Risks [including products liability where appropriate] for a minimum of £5 million (five million pounds) and produce evidence of such insurance at least eight weeks before the date of the event. The Hirer must ensure that the policy clearly states that cover is effective for the full period of occupation of the land and facilities inclusive of the time taken to set up and prepare for the event and set down afterwards.
- 16.5 The Hirer will be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, and sub contractor, caterer which the Hirer has instructed or authorised to appear at the event.
- 16.6 Failure to provide proof of insurance cover as required under clauses 16.4 and 16.5 prior to the Due Date will lead to cancellation of the Event.

17 Catering

- 17.1 All caterers at the event must comply fully with the requirements of the Food Safety Act 1990, the Regulation (EC) 852/2004, the Food Hygiene (England) Regulations 2006 and any amendments thereto and comply with all instructions given by Environmental Control, Colchester Borough Council Tel: 01206 282581
- 17.2 All caterers at the event should be Members of the Mobile and Outside Caterers Association (Great Britain) Ltd (MOCA).
- 17.3 In the case of Castle Park, where the Council has not charged for the hire of the Park, the café operator will be entitled to trade from the Café and Lower Park Kiosk. Organisers must ensure that these areas are kept clear for this purpose.
- 17.4 A list of all caterers at the event must be supplied to the Council prior to the event. All caterers must be in possession of appropriate Public Liability Insurance Cover, and be able to produce proof if requested.

18 Traders

- 18.1 A list of all traders at the event must be supplied to the Council prior to the event. All traders must be in possession of appropriate Public Liability Insurance Cover, and be able to produce proof if requested.
- 18.2 Car boot sales are not permitted.

19 Animals

- 19.1 Events that include the use of performing animals are generally not permitted. However, use of animals in a performance will be permitted if they are normally regarded as domesticated in the United Kingdom (i.e. horses, dogs, cats, birds used in falconry demonstrations, caged birds and rabbits).
- 19.2 Live birds, fish or animals shall not be given as prizes.

20 Collections or Lotteries

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

21 Concessions

- 21.1 In the case of Castle Park, the Council has agreed concessional use for the operation of paddleboats and a bouncy castle. The hirer shall be aware of their presence and their right to operate.
- 21.2 For events where a charge has been issued for the hire of Lower Castle Park, the operation of the Boating Lake will be subject to negotiations between the concessionaire, the council and the hirer.

22 Car Parking and Vehicle Access

- 22.1 Car parking will not be permitted within the confines of the land and facilities unless specifically authorised by the Council.
- 22.2 Where public car parking facilities are made available stewards shall control the use of the parking area and these parking areas shall be clearly marked. Details of car park stewarding arrangements shall be included in the Event Application Form.
- 22.3 Vehicles entering or leaving the site shall only be driven within the confines of a clearly marked route. A maximum speed limit of five miles per hour shall be strictly adhered to and vehicles driving within the event site shall display hazard lights at all times.
- 22.4 The Hirer shall ensure that no vehicles are parked within ten metres of a children's play area or driven across any public footpath located within the Venue.
- 22.5 No vehicle shall be brought onto the venue which is likely to cause damage. The hirer shall first obtain permission from the Council for the entry of any vehicle with a laden weight of more than one ton.

- 22.6 The Council reserves the right to cancel permission for car parking at the Venue at anytime before or during the event if ground conditions are not suitable and if vehicle movements are likely to cause damage.
- 22.7 A charge will be made by the Council for car parking, where a fee is to be charged by the hirer for public parking.

23 Event Set Down and Removal of Property

- 23.1 The venue must be cleared as soon as possible after the event has concluded and must be left in a clean and tidy condition. If the Hirer does not carry out such work, the Council will do the work and the cost will be re-charged to the Hirer.
- 23.2 The Council may remove and store any property that is left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.

24 Event Meetings

- 24.1 The Event Organiser may be required to arrange and attend event safety meetings and de-brief meetings with the emergency services, the Council and other agencies where these are considered appropriate by the Council for the type of event being organised.

25 Variations to Agreement

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

