



Bracknell Town Council
EVENT ORGANISATION

Introduction

Voluntary and Community events are an important aspect of everyday life that help encourage people to play a more active part in society. They may celebrate a particular occasion, raise funds for a good cause or simply bring people in a community closer together.

Organising a successful event is really all about good planning and taking sensible precautions where necessary. If you are considering organising an event please remember to start planning at an early stage, a minimum of three months is the norm for even a small event. You will need to consult with others on your plans and you will need a budget to cover your costs. Each event is different and will require different levels of management, services and provisions, however, there are elements that are common to all events.

The prime responsibility for safety at any event rests with the event organiser. However, the Town Council as owner and controller of the land has a common law duty of care to all lawful visitors and is particularly concerned with:

- Public safety and protection of children from harm
- Prevention of public nuisance
- Prevention of crime and disorder

Against this background the Town Council sets out to enable event organisers to plan and run successful events with a minimum of red tape and at the same time protect the Town Council who are custodian of the interests of the parishioners as a whole.

Each event is different and will require different levels of management, services, and provisions, however there are elements that are common to all users and events. Set out on the following pages are the rules relevant to all users and event organisers.



Bracknell Town Council

SITE BOOKING FORM

Bookings are subject to rules, regulations and conditions

PLEASE DO NOT CONFIRM ANY BOOKINGS UNTIL YOU HAVE RECEIVED PERMISSION TO USE THE REQUESTED FACILITIES

Copies of this form may be forwarded to Police, Ambulance Service, Fire and Rescue Service and the Highways Manager

If you proceed with an event without the Town Council's permission or in breach of any of the conditions, you will be liable for any and all loss or damage incurred together with any fees and charges otherwise payable and may be excluded from holding further events.

THE EVENT

Name of Event	
Intended Location	
Is a proposed site plan attached?	
Estimated number of people attending	

EVENT ORGANISER'S DETAILS

Person's Name	
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Organisation Name and Charity Number if applicable	
Contact Address	
Contact Email	
Contact Telephone Number	
Contact Mobile Number	
Will you be on site for the duration of the Event	YES / NO

EVENT DETAILS

Description of proposed event and what equipment will be on site :
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	Date	Start Time	End Time
Date & Time for event			
Date and time to enter site for preparation			
Date and time site will be vacated after clear up			

SUPPLEMENTARY INFORMATION

	Yes	No	Comment
Is this a Fund Raising Event?			
Will there be alcohol at the event and if so who is the supplier?			
Have you Applied for a TENS license			
Have you submitted a SAG form			
Will you be supplying food and/or refreshments?			
Will there be music at this event?			
Will you need vehicular access to the site?			
Will you need car parking on the site other than in the car park?			
Will there be any ignited flames at the event (e.g. Barbecues, fireworks, chimineas etc.)?			
Do you need exclusive access to all or part of the site? If so, where?			
Will there be First Aid provision			
Is this Event open to the Public?			

Will people be staying on site overnight?			
Will you be donating towards the upkeep of the site?			
Have you been refused permission to use a site or hold an event in the Past – if YES please give details			

	Please provide full details
Is this a Commercial Event(1) or non-Commercial Event	
Will you be instructing 3 rd party suppliers (e.g. Caterers, Marquees, Musicians, entertainers etc) please provide details of all 3 rd party suppliers	
Are you intending to have inflatables (e.g. bouncy castles, bucking broncos, assault courses, bungee runs etc)?(2)	

(1) i.e. intended to make a financial surplus

(2) If Yes please provide contractors valid certificate of Public Liability Insurance (must include insurer, policy number, period of cover and minimum sum insured of £10m)

Are you intending to use a drone?	
Will the event involve projectiles (e.g. archery, shooting, catapults etc.)?	

Will you be taking photographs/video for publication (including on social media)	
Do you anticipate the need for any of the following: Highway Directions signs; Road Closure; on Street Parking Restriction; Car Park Closure	
Has insurance been arranged in respect of Public Liability or Third Party Risks (including Products liability where appropriate)? If so please provide name of insurer and value of cover	

Attachments:

Site Plan	
Risk Assessment	
Certificate of Public Liability Insurance for inflatables	
Certificate of Organisers Public Liability Insurance	
Temporary Events Licence (TENS)	
Copy of SAG application	

Signed: _____

Name: _____

Date _____

Email: _____

Alternatively a copy can be emailed to enquiries@bracknelltowncouncil.gov.uk



Bracknell Town Council

REGULATIONS FOR THE USE OF TOWN COUNCIL PREMISES / FACILITIES

GENERAL

1. These regulations apply to the use of all premises and grounds ('Sites') which are the responsibility of Bracknell Town Council ('Council') for an Event as defined in Section 2 of the *Rules regarding the Use of Sites Owned / Managed by Bracknell Town Council*.

2. The Council defines a 'Special Event' as any Event that includes:

- Fireworks, bonfire(s), or beacon(s)
- Christmas tree(s) with or without lights
- Inflatable equipment including, but not limited, to bouncy castle(s) and hot air balloon(s)
- Shooting and archery
- A fete, gala, or similar Event irrespective of its actual title
- Camping or an overnight stay in a vehicle, caravan or other structure
- Public entertainment – you may need to produce consents, permissions and licences issued by other authorities as stated in the Licencing Act
- Gambling – you may need to produce consents, permissions and licences issues by other authorities as stated in the Gambling Act

3. The Council defines all other Events as an 'Ordinary Event'.

4. Applications by an Event organiser ('Organiser') of an Organisation ('Organisation') to hold an Ordinary or Special Event ('Event') must be made on the forms provided by the Council and accompanied by a risk assessment.

5. Site(s) must only be used for Event purposes after approval is granted and all the relevant documentation has been completed by the Event Organiser.

6. The Clerk to Bracknell Town Council ('Clerk') is empowered to approve Ordinary Events or refer them to the Council for resolution. Special Events can only be approved by Council resolution.

7. The booking is provisional until confirmed in writing by the Clerk. If the booking is not confirmed, the Organiser will be advised of the reason.

8. All correspondence from the Council to the Organiser will be sent by email unless the Organiser has informed the Council that they do not have access to an email account. It is the Organiser's responsibility to ensure that the Council is informed of any changes to their contact details.

9. When contacting the Council by email the Organiser is advised to use the email address enquiries@bracknelltowncouncil.gov.uk

10. The person signing the application form ('Signer') and the Organiser will be jointly and personally responsible for compliance with these regulations and ensuring that fees (if any) are paid. If the Signer steps down as the nominated contact for an organisation hiring the Site, the person taking over must confirm to us in writing by email, letter or fax they accept these responsibilities.

11. The Site may only be used by the group on whose behalf the application is made.

12. The Organiser and/or the Organisation shall be held responsible for the effective supervision of the arrangements and people present during the period of the Event booking. The Signer must be on site for the duration of the event.

13. The Council or its agents reserve the right to terminate the booking and/or agreement if there are concerns about any aspects of the activity including the behaviour of spectators and those taking part in any activities.

14. The Council is not an agent for any Organiser or Organisation and accepts no responsibility for any transaction entered into, by or on behalf of, an Organiser.

15. The Council may lend keys to the Organiser if required. At the end of the Event all keys and copies must be returned to the Council by hand or by recorded delivery. The Organiser is responsible for the cost of replacing any lost keys.

16. If keys are supplied, the Organiser is responsible for the security of the site during the Event and must leave it securely locked at the end of the Event. If the Organiser fails to keep the site secure they and/or the Organisation will be liable for any costs resulting from unauthorised access.

17. The Council reserves the right of entry for its staff or agents at all times.

18. On behalf of the Council, the Clerk may impose special conditions or authorise other people to do so. This may include requirements as to fire precautions, security of persons or premises, the exclusion or admission of any person, animal or item of equipment or the arranging of insurance cover.

19. It is a condition of use that you have prior agreement/consent before taking any photos at Events on Sites. It is vital if an Event includes children or vulnerable adults, that any photography including video is agreed with all parties (individual, parent or carer) in advance.

20. The following items may need to be considered when completing this booking form:

- Please consider the rights of others e.g. tenants or subtenants
- Please consider the prevention of nuisance and annoyance to other users of the land and neighbours
- Political events are prohibited
- There is an obligation to comply with health and safety and food hygiene laws – certificates may be requested
- There is an obligation to remove any waste from the site
- There is an obligation to provide sanitary facilities
- There is an obligation to ensure adequate supervision for the event
- No connections to the Council's electrical, water or sewerage facilities or conditions for such connections and use will be provided
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RELEASE AND INDEMNITIES

1. The Organiser uses and occupies the Site at his or her own risk and releases the Council from all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation of the Site by the Organiser or people acting for or on behalf of the Organiser.

2. The Organiser indemnifies and holds harmless the Council and its management, staff and volunteers, against all claims, causes of action, complaints, liability, demands, costs or expenses that any person might have in connection with or arising in any way from the use and/or occupation Site by the Organiser or people acting for or on behalf of the Organiser.

3. The Organiser indemnifies the Council for any action against it for stolen or illegal goods sold by the Organiser.

4. The Organiser/Trustees of the Club shall indemnify and shall keep indemnified the Town Council from and against all costs, claims, losses and expenses arising for or in connection with the use of the Town Council's facilities and the holding of the event.

5. Left or abandoned property will entitle the Town Council to resort to s41 of the Local Government (Miscellaneous Provisions) Act 1982

CHARGES, PAYMENTS AND REFUNDS

1. Charges, where made, will be at rates fixed by the Council and shall be liable to change without prior notification. The Council reserves the right to charge the correct rate where an incorrect charge has been quoted although the Organiser may wish to cancel the Event in these circumstances.

2. Invoices are sent to the Signer unless the Council is instructed otherwise at the time that the application is submitted.

3. Payment is due on receipt of the invoice. The Council reserves the right to cancel future bookings where charges remain unpaid 14 days after the due date of payment. If the Organiser is not able to make payment by the due date they must contact the Council immediately.

4. Further bookings will not be taken for an individual or organisation with any outstanding invoices.

5. If a booking is cancelled after the Event agreement has been approved the Council reserves the right to charge for any costs it has incurred. If a booking is cancelled with less than 2 full working days' notice the Council also reserves the right to charge the agreed fee in full.

6. The Council does not provide refunds. However, the Council reserves the discretion to refund charges in exceptional circumstances.

7. If it is necessary for the Council to undertake extra cleaning or maintenance after the Event, the Organiser will be charged an hourly rate, plus a 15% administration fee. This must be paid on receipt of the invoice otherwise all remaining bookings will be cancelled.

PUBLIC USE

1. During the Event agreement period members of the public must be allowed to access all areas designated as public open space.

2. Members of the public must not be charged to access any public open space.

VEHICLES

1. Parking and speeding are sensitive matters with local residents. Those using the grounds must show respect for local residents by driving slowly and carefully in the Town. Under no circumstances must any driveways or footways/footpaths be blocked, and sufficient space must be available for emergency vehicles to access both the Sites and the Town at all times.
2. Organisers should ensure that vehicles are parked efficiently. Vehicle parking at the Site other than in the designated car parking areas is not permitted without prior written permission from the Council.
3. Pedestrians ALWAYS have right of way on the Site (including designated car parks). The Council is not in a position to and does not provide traffic control. The driver is totally responsible for the parking and movement of the vehicle and/or any trailers. Reliance on any third party for direction, signalling or guidance does not diminish the driver's responsibility even though on occasion untrained volunteers may attempt to assist with traffic congestion at exits or other areas.
4. Drivers must drive at a walking pace within the Site area.
5. Organisers and Event participants must not park vehicles overnight on the Site unless previously arranged with the Council.

CONDITION OF PREMISES

1. Whilst the Council is unable to guarantee the fitness, suitability or conditions of the Site at the commencement of the Event, every effort will be made to ensure that the Site is in a reasonable state.

CARE OF PREMISES

1. The Organiser must ensure that there is a responsible adult present and able to supervise at all times during the Event. In the Event of a function being organised by or for persons under the age of 18 years the booking must be made by, and will be the responsibility of, a responsible adult. The signer must be on site for the duration unless alternative arrangements have been agreed with Council
2. The Organiser must pay the Council the cost of any damage resulting from an Event. This includes the site, the play equipment and any other structures, and any equipment stored within.
3. Fires, barbecues, chimineas, fireworks or any other source of ignited flame on the Site are not permitted unless authorised by Council resolution at a full meeting. The Organiser will need to provide the Council with a Site Plan showing the exact location where they intend to ignite flame and details of how it will be controlled. Where the

use of fire or a barbecue has been agreed the Organiser will be responsible for complying with any conditions set by the Council and for removing the ash after the Event and disposing of it off Site.

4. The Organiser must ensure that any rubbish is cleared away and the Site is left in no worse condition than it was found. Food items must be removed from the Site and disposed of appropriately. The Organiser will be responsible for reimbursing the Council for any additional costs incurred in cleaning or clearing the Site after an Event.

5. The Organiser may not use furniture, equipment, gas cylinders or stock on the Site without the approval of the Clerk. Gas cylinders must be always stored securely and safely at all times.

6. The Organiser may not add to or alter the electrical and mechanical installation of the site or install any specialist equipment e.g. generators, public address systems etc. without the prior approval of the Clerk. Any specialist equipment which is used should only be connected to circuits protected by Residual Circuit Devices (RCDs).

7. Dogs are not excluded from some sites. However, fouling is an offence. The Council work hard to encourage people to pick up after their dogs and will report any offenders if they can be identified but the Council cannot be held responsible for keeping the Site free from dog fouling. It is the responsibility of the organiser to ensure that the Site is free from dog fouling and litter before an Event commences.

8. At Events taking place in late evening the Organiser is responsible for ensuring security.

EMERGENCY PROCEDURES

1. The Council does not provide First Aid/medial facilities for Organisers, nor does it guarantee access to a public telephone system for calling assistance during Events. The Organiser must make suitable arrangements.

INSURANCE

1. The Council's insurance does not extend to the Organiser. It is a condition of use of the site that the Organiser and/or Organisation indemnify the Council for damage caused to Council property and against any claims bought against the Council.

2. The Organiser is responsible for carrying out a full risk assessment and providing whatever insurance is required to cover the liabilities that may arise. The Organiser must also cover any equipment left at the site.

3. It is a requirement of the Council that organisations using Council owned sites for their Event have adequate public liability insurance, which includes an indemnity for damage to the Council's property.

4. It is a requirement of the Council that an individual or a group of friends / neighbours organising an Event that is open to the public have adequate public liability insurance, which includes an indemnity for damage to the Council's property.
5. Where an individual or a group of friends or neighbours are organising a private Event, where they will only be inviting their friends or family to attend, the person completing the hire form retains the liability and it is their decision as to whether they take out insurance to cover themselves and their liability to third parties. Depending upon the type of Event being undertaken the Council, may still require evidence of appropriate insurance being in place as a condition of use.
6. Where public liability insurance is required, a minimum cover of £10 million must be provided. The policy details must be supplied before the Event agreement can be finalised.

LEGAL REQUIREMENTS

1. The Organiser shall comply with the legal requirements concerning consumption of intoxicating liquor, street trading, collections, music, singing and dancing licences, theatre licences and copyright. The Organiser shall be fully responsible for obtaining any licences or any other permission required, always providing that no such application shall be made without the prior permission of the Clerk.
2. Where the Event also includes the use of a Town Council building, the Organiser shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say that, where any entertainment is provided at which the majority of persons attending are children, if the number exceeds 100, it shall be the duty of the Organiser to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of the children.
3. The Organiser will at all times during the Event, act in accordance with the Equality Act 2010 and similar legislation, and in particular the requirement to eliminate unlawful discrimination, victimisation and harassment, advance equality of opportunity for all, foster good relations between persons of diverse groups, and co-operate with the Council in monitoring compliance with this provision.
4. The Organiser is specifically forbidden to use, or allow the use of, the Site for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

EQUALITIES

1. Bracknell Town Council is committed to equal opportunities for all sectors of the community. To that end organisations hiring our facilities will be encouraged to have in place constitutions which will include a commitment to provide equality of opportunity to all users and spectators, challenge inequality and recognise diversity.

COMPLIANCE WITH REGULATIONS

1. Failure by the Organiser to comply with any or all of the foregoing regulations, whether intentionally or not, may be deemed by the Council to be just cause for the immediate cancellation of any use.

CONTACT US

If you require further information please contact the Clerk by email at enquiries@bracknelltowncouncil.gov.uk or by phone or post using the details on the website <https://www.bracknelltowncouncil.gov.uk>



Bracknell Town Council

RULES REGARDING THE USE OF SITES OWNED BY BRACKNELL TOWN COUNCIL (Applicable to all users)

1. Sites are available to be enjoyed by members of the public, Bracknell Town Council reserves the right to exclude any person temporarily or permanently if they contravene these rules.
2. If your intended activity has any of the following attributes it is classified as an Event requiring approval from Bracknell Town Council:
 - a. It is open to the public.
 - b. It is promoted via publicity or social media.
 - c. It involves the exchange of money e.g. participation/entry fees and/or selling products, or voluntary collections.
 - d. If equipment is brought in to enable the activity to occur. This includes everything from small generators to stages and public address systems (including megaphones).
 - e. If entertainers are hired in e.g. clowns, Father Christmas etc.
 - f. The playing of live music.
 - g. The playing of recorded music through an amplified sound system of greater than 4 watts output power.
 - h. The sale or supply of alcohol or food.
 - i. Anything that requires a Temporary Event Notice from Bracknell Forest Council.
3. Site(s) may only be used for Event purposes if prior approval is given by Bracknell Town Council.
4. Car parking must be in the designated car parks or within safe areas and pose no hazard to the general public using highways and pathways.

5. Consideration and respect must be given to other visitors using the site.
6. No disruptive noise between 10pm and 8am unless prior approval has been given by Bracknell Town Council.
7. Glass bottles and drinking vessels are prohibited unless prior approval has been given by Bracknell Town Council and conditions are complied with. Plastic bottles and drinking vessels are permitted and recycling bins are provided for disposal of empties.
8. All fires, barbecues, chimineas, fireworks and other sources of ignited flame are prohibited unless prior approval by Bracknell Town Council has been given and conditions are complied with.
9. Dogs under control are allowed on the field. All dog mess must be cleared and put in the appropriate bins or in the householders own green bin. No more than 4 dogs to be walked by 1 person.
10. Individuals of the appropriate age are welcome to use the play equipment.
11. Tree climbing is prohibited and no damage must be done to any trees, plants, hedges or vegetation.
12. Inflatables of all kinds are prohibited unless prior approval has been given and conditions are complied with.
13. Games may be played on the field but if exclusive use of an area is required then prior approval from Bracknell Town Council is required.
14. Camping and overnight parking is prohibited unless prior approval has been given by Bracknell Town Council.
15. All litter/rubbish must be removed and disposed of appropriately.
16. All gates and sites are to be left as found.
17. All requests for approval should be made in good time to the Clerk. The Clerk will provide a booking form and terms and conditions of use. Additional conditions may be imposed once your application has been considered. The Clerk is the only person empowered to communicate approval.
18. Use of unmanned aircraft including drones and rockets of all descriptions is prohibited unless prior approval by Bracknell Town Council has been given and conditions are complied with.

19. Motorised vehicles(1) other than those designed specifically for and used by those with a disability, are prohibited unless prior approval by Bracknell Town Council has been given and conditions are complied with.

20. A donation for the use of the site(s) is appreciated.

(1) Motorised vehicle means a self-propelled contrivance designed for the carriage of persons or things, whether or not it is registered as a vehicle. It includes electric bikes and motorcycles.