



# Events Policy

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## **1. Introduction**

- 1.1 Dover District Council (the Council) recognises the value and benefit that a varied and well-managed outdoor events programme can offer people living in the district of Dover (Dover District) and the surrounding areas.
- 1.2 Outdoor events play an important part in positively contributing to the cultural and economic wellbeing of the Dover District.
- 1.3 The Council is keen to support events within the Dover District and values the role events can play in bringing communities together, promoting tourism within the Dover District, raising funds for charity and supporting local businesses.
- 1.4 Events range from small informal gatherings to large festivals spanning several days and attracting large crowds. The Council supports the holding of events across the Dover District and allows the use of Council land for this purpose.

## **2. Purpose and Scope of the Policy**

- 2.1 For the purpose of this policy, an event is defined as:

A planned activity in a specific location and for a limited period of time that members of the public can attend (whether paid or unpaid admission). The activity can take place either indoors or outdoors, on Council owned land or parks and/or land not owned by the Council but managed by the Council on behalf of a third party (Council Land) or private property (Private Land). The activity can reasonably be expected to cause a public gathering that is not part of the normal course of daily business at that location and time.

- 2.2 This Policy outlines the events procedure implemented by the Council which includes but is not limited to; all events held on Council Land, events in the Dover District on private property requiring input from the Safety Advisory Group (SAG) and all events involving road closures in the Dover District.
- 2.3 This Policy sets out how the Council coordinates and consults with SAG and KSAG to assist in the discharge of the Council's responsibilities and obligations pursuant to legislation and guidance.

## **3. Policy Objectives**

- 3.1 The main objectives of this Policy are:

- Ensure, as far as is reasonably practicable, that all events held in the Dover District are safe and well organised by supporting the event organisers to deliver this.
- Support and encourage the hosting of events across the Dover District that will benefit the local community.
- Support the positive impact on Tourism of holding safe and well organised events in the Dover District.

- Minimise any detrimental effects that the hosting of events in the Dover District may have.
- Endeavour to improve the customer experience and efficiency of the Council's events administration process.
- Fees and charges for hire of Council Land should be set at appropriate levels to encourage community use and reviewed annually by the Head of Parks & Open Spaces or such other officer appointed to undertake this function.
- Make Council Land available for the use of public events so that further events can be encouraged in the Dover District.
- Ensure any event held in the Dover District does not have an unduly negative effect on the local community and local environment.
- Ensure that use of Council Land for events is balanced with the needs of all users throughout the year, and that Council Land is protected from damage.
- The policy looks to protect Council Land from excessive wear and damage from events throughout the year.

#### **4. Events Safety Advisory Group (ESAG):**

- 4.1 The Events Safety Advisory Group comprises representatives from Kent Police, Kent Fire and Rescue Service, NHS, Kent County Council (KCC) Highways, South East Coast Ambulance and the Coastguard, as well as relevant local authority officers.
- 4.2 The Safety Advisory Group reviews event documentation and offers advice to the event organiser and the Council on the operation of the proposed event, whether or not it is held on Council land.
- 4.3 Representatives for an organisation reviewing documentation submitted to the ESAG are responsible for dealing directly with event organisers concerning matters within the remit of their organisation, especially where that organisation exercises statutory powers.
- 4.4 Representatives of the ESAG are responsible for ensuring decisions are formally taken by their respective organisations, where necessary, as the ESAG is only an advisory body. Moreover, the representatives are responsible for disseminating information in their respective organisations.
- 4.5 The Events Safety Advisory Group is a multi-agency group which works together to review and advise event organisers on public health, safety and welfare at events within the Dover District.
- 4.6 The Kent Safety Advisory Group is a multi-agency group which works together to review and advise on events across Kent. This group was formed initially in response to the coordination required for the Olympic Torch Relay and was retained due to the positive impact it can achieve across wider Events Management in the County.
- 4.7 Event organisers wishing to organise an event for a stated purpose and time period are encouraged to follow best practice and to liaise with the ESAG representatives at Dover

District Council on matters of public health, safety and welfare. The purpose of this policy is to outline the process in terms of internal administration and what is required of the organiser.

## **5. Legislative and Regulatory Framework**

- 5.1 All events must conform to relevant legislation, including but not limited to the Health and Safety at Work Act 1974 and the associated statutory provisions.

## **6. When is an application required?**

- 6.1 Event organisers are required to submit an event application to the Council if the event meets any one or more of the following criteria.

- Event is to be held on Council Land; and/or
- Event involves use of the Highway or a Public Right of Way, whether or not a road closure is requested.

- 6.2 Organisers of 'small events' on private land are not required to notify the Council. However, event organisers would be advised to submit an event application allowing advice and guidance to be provided if the event meets any one or more of the following criteria (list not exhaustive):

- Event requires a Temporary Events Notice.
- Event includes the provision of catering outlets and/or trade stands and is in a public setting.
- The event organiser would like advice from the ESAG.
- The event is of an unusual nature, or comprises elements or locations which could be deemed high risk to participants or the public.
- The event is to take place over a number of days.

## **7. Event Administration**

- 7.1 The stages of the administration process are:

- Pre-consultation (Pre-notification discussion – mandatory for large events only)
- Notification and payment of any fees
- Processing and validation
- Planning meetings and consultation with agencies
- Confirmation
- Evaluation and debrief

The administration process is managed online and all applications must be submitted via the portal, using this link: <https://forms.dover.gov.uk/xfp/form/1367>

All forms will be checked and once verified as complete, applicants will be informed about whether the event will be subject to consultation.

## **8. Application Process and Timescales**

- 8.1 Event organisers must comply with the application process and timescales as per the tier system (Appendix 3), as should the event not go ahead the Council will not be liable for any costs paid out by the Event organiser in preparing for the event.
- 8.2 Late submissions will only be considered by the Council in exceptional circumstances, i.e a national event has occurred that has prompted a large-scale event in the district.

## **9. Events on Council Land**

- 9.1 For events on Council Land, in order to reserve the land an Event Notification Form may be submitted up to 18 months in advance for repeat events, or 12 months in advance for new events.
- 9.2 Applications should ideally be made in line with the tier system categories. (Appendix 4) i.e. Tier 1 – 6 weeks in advance, Tier's 2 & 3 – 12 weeks in advance.
- 9.3 All bookings for events on Council Land will be held on a provisional basis until all documentation is submitted. A firm booking will only be made once the full documentation is received. Priority is given to successful repeat events within the district.

## **10. Granting Permission for the Use of Council Land**

- 10.1 In most circumstances, the Council will operate a first come, first served policy when reserving and granting permission to use for events on Council Land. However, where restrictions apply to Council Land, or there are multiple requests for an event location on the same date, then the Council will determine a fair and balanced allocation of events between different applicants in line with the aims and objectives of this policy which will include, but not limited to, receipt of the full documentation.
- 10.2 In deciding whether to grant or refuse, permission to occupy Council Land for an event, the following factors will be considered. Please note that this is an indicative, but not exhaustive, list:
  - whether the event is likely to damage Council Land, for example large events are unlikely to be granted permission on grassed areas outside the period of May to August unless robust ground protection measures (installed at the expense of the hirer) have been agreed with the Council's Parks and Open Spaces team
  - the suitability of the land for the event that is being planned
  - the availability of the land for booking
  - the receipt of sufficient documentation, as outlined in 8.1.3, including insurance, from the organiser within the required timeframe

- feedback from the ESAG with regard to the safety of the event, this includes reviews undertaken as a result of any incidents or accidents, which have occurred during previous events run by the organiser.
  - whether any invoice for a deposit and/or fee for the use of the land has been promptly paid
  - whether any covenants, planning restrictions or licencing limitations may be affected by a proposed event
  - the permission of the landowner for the event, where the land concerned is managed, but not owned, by the Council
  - whether the proposed event complies with equality and discrimination legislation
  - whether the event or the event organiser has attracted genuine complaints to the Council in the past, or the Council holds a reasonable belief that such complaints may occur in respect of a proposed event.
  - the planned event is in the interest of the Council and the public.
- 10.3 Permission will only be granted upon receipt of the Event Notification Form, signed, full payment, risk assessment, event management plan, site map, public liability insurance and all other supporting documents as required.
- 10.4 The submitted application will be shared with members of ESAG who will give their comments and advice providing the application has been submitted within a timely manner. Event organisers receive these comments and may be required to attend a meeting with the ESAG representatives.
- 10.5 Should permission be given for use of council land in the form of a Permission to Use sent by email to the event organiser.

## **11. Refusing Permission for the Use of Council Land**

- 11.1 Where the Council does not give permission to use Council Land, an alternative date or location may be offered, where appropriate, to enable the event to take place. There is no obligation on the Council to offer an alternative date or location.
- 11.2 Where the Council does not give permission to use Council Land, and there are no suitable alternatives, the event organiser will be informed as soon as is reasonably practicable. In these circumstances, the Council is not responsible for any costs that the event organiser may already have incurred in preparing for the event.

## **12. Charges for use of Council Land for Events**

- 12.1 Charges for the use of Council Land shall be payable in accordance with the Council's approved fees and charges – click on link for current fees and charges. [Hiring DDC land for your event \(dover.gov.uk\)](https://www.dover.gov.uk/your-event)

- 12.2 It is Council policy to charge for land hire for the purpose of an event, based on the nature of the event being held. Fees and charges are reviewed annually.
- 12.3 Charges may be incurred by the event organisers if special arrangements are required to deliver the event, e.g. if toilets are required to be opened outside of normal opening hours (requirements of toilet provision will need to be in line with purple guide recommendations) – costs available on request.
- 12.4 100% of the fee still applies if the event is cancelled.
- 12.5 The Council reserves the right to recover any costs from the event organiser which the Council incurs making good damage caused to its property (including the Council Land) by an event on a cost recovery basis.
- 12.6 Events which result in additional cleansing and restocking of public conveniences, whether within the event perimeter or nearby, will be recharged in accordance with the Council's approved fees and charges.
- 12.7 Major events will require a conditional agreement from the Council to use the Council Land. A charge will be made for drafting this document in accordance with the Council's approved fees and charges.

### **13. Deposits**

- 13.1 Deposits are charged in relation to events and relate to damage to Council Land and assets, not cancellation of events.
- 13.2 In the case of community, charity and standard events at the discretion of the Events Safety Advisory Group the deposit may be waived in exceptional circumstances but where the deposit is waived, and damage occurs DDC will seek recompense.

### **14. Cancellation charges**

- 14.1 Whilst the Council accepts that there are sometimes circumstances under which the cancellation of an event is unavoidable, late notice cancellations cause disruption and can mean that other organisers miss the opportunity to hire land. A cancellation charge will be levied for any authorised event which are cancelled after authorisation has been given by the Council. Event organisers are recommended to take out event insurance to cover this and other abortive costs.

### **15. Events on Private Land**

- 15.1 For events on Private Land it is not compulsory for an application to be made (however please refer to Clause 6.2), but if an events organiser has chosen to, then ideally an application should be made a minimum of 3 months prior to any event, but applications will be accepted after this time only in exceptional circumstances as per described in clause 9.2.



- 15.2 Any changes, alterations or additions to the event format by the event organiser may not be considered less than 28 days before the event date, unless it is of a sufficiently minor nature that can be accommodated within the timescales available. This is to allow any required consultation with the ESAG.
- 15.3 The Council's primary concern with events held on private land is public safety and event organisers are encouraged to adopt good practice and provide documentation. However, with the exception of large scale or unusual events which may be referred to ESAG for review, there is no requirement for event organisers to make an application to the Council for events held on private land.
- 15.4 The Council will accept application documentation for events on private land, and will circulate the information to ESAG for feedback. The application would comprise, as a minimum, the Event Notification Form, an Event Management Plan, Risk Assessment, Site Plan and evidence of public liability insurance.
- 15.5 The Council will coordinate feedback on the application to the event organiser, following consultation with ESAG if required. It will also notify the events organiser if no feedback is due.
- 15.6 Where the ESAG is not satisfied that the appropriate safety measures are in place, the Council will formally advise the event organiser of this, and if appropriate, their insurer, and other authorities as well as the public. Individual agencies within ESAG may contact the event organiser if appropriate and may also take action under their relevant legislative enforcement powers.
- 15.7 The Council makes no charge for offering advice and liaising with ESAG in respect of events on private land.
- 15.8 It is the responsibility of the event organiser to ensure they have the permission of the landowner for all events on private land.

## **16. Events requiring Road Closures**

- 16.1 Some events may take place, partially or fully, on the highway, or pedestrians may use the highway to access or spectate at an event. In these circumstances, it may be necessary to close part or all of a road.
- 16.2 Closing roads can have a significant impact on local people, and should therefore only be considered where absolutely necessary for an event to go ahead safely.
- 16.3 Where there are multiple road closures in one place for multiple events over one calendar year, the Council will use its discretion on whether multiple road closures are in the best interest of the community.
- 16.4 An application for a road closure can be submitted to the Council as part of an event application. Dependent on the Event Tier, this should be done either 6 or 12 weeks prior to the event. The Council will pass road closure requests to KCC Highways and Kent Police for their consideration.

- 16.5 Road closure notices can be administered either by the Council, or by KCC Highways, depending on the nature of the closure. The Council can issue closures under the Town Police Clauses Act 1847. Closures implemented using any other legislation will need to be administered by KCC Highways. A cost may be incurred for the issuing of Road Closure Notices.
- 16.6 If you are requesting a road closure and the reason for the closure fits with one of the criteria listed below, a road closure notice can be issued by the Council under Section 21 of the Town Police Clauses Act 1847 (a 'TPC'):
- Procession
  - Illumination
  - Rejoicing
  - Road thronged or liable to be obstructed
- 16.7 For other events, particularly sporting events, road closures cannot be completed under the TPC legislation. For these events an order would need to be produced by KCC Highways, for which KCC will make a charge.
- 16.8 It is the responsibility of KCC Highways, in consultation with Kent Police, to determine the nature of the closure and therefore which authority administers the required notices.
- 16.9 It is the responsibility of the event organiser to ensure they have the permission of KCC Highways, and appropriate closure documentation where applicable, for any events on the highway.
- 16.10 Closing a public road, footway, footpath, or verge without a lawful closure order is illegal and will be subject to penalties.
- 16.11 It is the responsibility of event organisers to ensure advance notices are in place before an event, also to provide all road signage and to remove these immediately after the event.

## **17. Licensing**

- 17.1 For all events, whether on Council Land or Private Land, Event Organisers must contact the Licensing Team where events involve a licensable activity for which the premises concerned do not have an existing licence. Under usual circumstances such activities are covered by the issuing of a Temporary Events Notice, this licence has a limitation of 499 attendees.
- 17.2 The application process for a Temporary Events Notice is dealt with by the Licensing Team.
- 17.3 Licensable activities include (but are not limited to) the following:
- The sale by retail of alcohol
  - The supply of alcohol by or on behalf of a club to, or to the order of, a member of the club

- The provision of regulated entertainment (including live music, recorded music, dancing, performance of plays, indoor sporting events)
- The provision of late night refreshment (hot food after 2300 hours)

17.4 A charge is payable for a Temporary Events Notice via the DDC licensing team: [Licences and Permits \(dover.gov.uk\)](https://www.dover.gov.uk/licences-and-permits)

17.5 There are circumstances where other licences or permits are required (e.g. Charitable collections / raffles) and Events Organisers must seek advice from the Licensing Team.

## 18. Communication and Consultation

18.1 This policy has been developed in conjunction with:

- Relevant council services
- Members of the Events Safety Advisory Group
- Event Organisers
- Relevant councillors (members of cabinet)

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

18.3 This policy will be shared with Town and Parish Councils, and members of ESAG.

18.4 This policy, associated documents and guidance will be made available on the council's website at [www.dover.gov.uk/Community/EventPlanning/EventPlanning.aspx](https://www.dover.gov.uk/Community/EventPlanning/EventPlanning.aspx)

## 19. Filming on DDC land

19.1 All event organisers are required to apply for permission to film from the Kent Film Office and will not be permitted to film on Council Land unless they do so. VAT will be charged on land hire charges where event organisers are filming in line with HMRC regulations.

## 20. Counter Terrorism Legislation in regard to events

20.1 Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have "due regard to the need to prevent people from being drawn into terrorism". This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. Therefore, the hirer is not to use local authority resources to espouse violent and/or non-violent extremist views. The Government have defined extremism as "vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces."

## 21. Enforcement

- 21.1 The Council reserves the right to check that an event organiser is managing an event in accordance with the event plans submitted and the terms and conditions of land use granted under the /Permission to Use, where the event is held on Council Land.
- 21.2 Any breach of these agreements based on a Council inspection or a substantiated complaint from a third party will provide grounds for the Council to be able to refuse permission for an event organiser to hold the same event in subsequent years or any other events on Council Land.
- 21.3 Where there is a breach of the terms and conditions contained within the Permission to Use, the Council may choose to take legal action to enforce these contractual rights.
- 21.4 The Council has statutory powers that can enable it to immediately stop any events on Council Land where there is an imminent or substantial risk to public safety.

## **22. Review**

- 22.1 This policy will be reviewed every 3 years. Minor alterations to the policy can be approved by any member of corporate management team acting as the strategic officer in consultation with the Cabinet Member responsible for the service. Any substantive alterations to the content of the policy will be approved by Cabinet.
- 22.2 An Equality Impact Assessment will be completed if there is a major revision to this policy, which requires it to go to Cabinet in line with the council's statutory duties as set out in the Equality Act 2010.

## **23. Public Liability Insurance**

- 23.1 All events held on Council Land will need public liability insurance (PLI). The event organiser must provide the Council with evidence of PLI of not less than £10million (or such higher sum as may be notified by the Council) covering the Event. It is the responsibility of the Hirer to ensure that they obtain and inspect evidence of PLI policies from any and all other site users/additional participants/parties, to the same value prior to the Event date. The event organiser must not do anything that will or might constitute a breach of any statutory requirement affecting the Council Land or that will or might wholly or partially vitiate any insurance effected in respect of the Council Land from time to time.
- 23.2 PLI provides cover for legal liability of the insured party in respect of a claim from a third party for property damage, death, injury and illness.
- 23.3 The event organiser shall indemnify the Council against all losses, claims, proceedings, demands, costs, charges, expenses and damages whatsoever or howsoever arising out of or in connection with the use of the Council Land under the provisions of any hiring permission granted, unless due to any act or neglect of the Council.
- 23.4 The use of the Council Land or any part thereof is entirely at the risk of the event organiser who shall be liable for any claim in respect of:

- a) Personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible;
- b) Loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.

23.5 Any claims that arise due to failure to comply with covid guidelines at the time of the Events will be the responsibility and liability of the event organiser and not the Council.

**24. Temporary Event Notices (TEN's)**

24.1 Where the event involves a licensable activity for which the premises concerned does not have an existing licence. A TEN's will be required.

24.2 Applications must be made directly to the Licensing Team at the Council, all of the details are on the Council's website along with the current fees.

**Appendix 1: Event Categories**

Event Category	Definition
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Community	Organised by a constituted voluntary community group with the purpose of serving residents of a specific locality, or meeting the needs of people who share a cultural background or historic interest
Charity	Organised by a registered charity either raising funds towards, or awareness of, its published purpose, for the benefit of the district
Micro Commercial organisation	Event organised or managed by an organisation with fewer than 10 employees and / or a turnover lower than £1.8 Million Primary emphasis is on sales or profit Admission may be charged to those attending the event or those hiring an event space from the organiser (i.e. a pitch)
Small Commercial organisation	Event organised or managed by an organisation with fewer than 50 employees and / or a turnover lower than £8.6 Million Primary emphasis is on sales or profit Admission may be charged to those attending the event or those hiring an event space from the organiser (i.e. a pitch)
Medium Commercial organisation	Event organised or managed by an organisation with fewer than 250 employees and /or a turnover of less than £42.8 Million Primary emphasis is on sales or profit Admission may be charged to those attending the event or those hiring an event space from the organiser (i.e. a pitch) Mechanical machinery / vehicles may be involved in the event
Large Commercial Organisation	Event organised or managed by an organisation with more than 250 employees and / or a turnover of more than £42.8 Million Primary emphasis is on sales or profit Admission may be charged to those attending the event or those hiring an event space from the organiser (i.e. a pitch) Mechanical machinery / vehicles may be involved in the event
Fitness events	Charged at an hourly rate For a specific group of people Insurance for fitness instructor Commercially run fitness sessions or similar activities

\* As defined by the Foreign, Commonwealth and Development Office Guidance “Small to medium sized enterprise (SME action plan”, updated 2 May 2023)

\*\* Approximate conversions from Euros from above SME action plan

## Appendix 2: Hireable Council Land

Detail	Walmer Green	Pencester Gardens	Victoria Park	Quay Green
Address	Walmer Green The Strand Walmer, Kent CT14 7DY	Pencester Gardens Pencester Road Dover, Kent CT16 1BW	Victoria Park Park Avenue Deal, Kent CT14 9UU	The Quay Sandwich Kent CT13 9EN
Owned by	DDC	DDC	DDC	DDC
Area	24,773 m <sup>2</sup>	10,130 m <sup>2</sup>	11, 150 m <sup>2</sup>	6,156 m <sup>2</sup>
Parking Availability	No event parking on the Green other than for the disabled and in the designated areas only (see map for more details)	Event vehicles permitted on site. Caution must be taken not to drive heavy vehicles over the Millennium Footpath next to the bandstand.	Can be used as over flow parking for large events.	Parking for display/event vehicles only.
Nearby Car Parks	<a href="http://dover.gov.uk">Car Parks in Deal (dover.gov.uk)</a>	<a href="http://dover.gov.uk">Car Parks in Dover (dover.gov.uk)</a>	<a href="http://dover.gov.uk">Car Parks in Deal (dover.gov.uk)</a>	<a href="http://dover.gov.uk">Car Parks in Sandwich (dover.gov.uk)</a>
Boot fairs	Not permitted	Not permitted	Not permitted	Not permitted
Bandstand	Contact Deal Memorial Bandstand Trust	Contact Dover Town Council	N/A	N/A
Marquees	Not permitted	Not permitted	Not permitted	Not permitted
Gazebos	Permitted	Permitted	Permitted	Permitted
Electricity Supply	None – generators would be required	Supply can be accessed but meter reading must be taken before and after event and the appropriate charge made.	None – generators would be required	None – generators would be required
Water Supply	None	Supply can be accessed using a standpipe provided by DDC, but meter reading must be taken before and after event and the appropriate charge made.	None	None
Waste arrangements	Event organiser to make their own arrangements for waste clearance. If	Event organiser to make their own arrangements for waste clearance. If	Event organiser to make their own arrangements for waste clearance. If	Event organiser to make their own arrangements for waste clearance. If

	waste is not removed, the event organiser will be recharged for the collection. Event organisers are encouraged to recycle as much as possible.	waste is not removed, the event organiser will be recharged for the collection. Event organisers are encouraged to recycle as much as possible.	waste is not removed, the event organiser will be recharged for the collection. Event organisers are encouraged to recycle as much as possible.	waste is not removed, the event organiser will be recharged for the collection. Event organisers are encouraged to recycle as much as possible.
Live music	Permitted but with noise restrictions as a residential area	Permitted but with noise restrictions as a residential area	Permitted but with noise restrictions as a residential area	Permitted but with noise restrictions as a residential area
Music – time restrictions	Sunday to Thursday 08.00 to 22.00  Friday & Saturday 08.00 to 22.30	Sunday to Thursday 08.00 to 22.00  Friday & Saturday 08.00 to 22.30	Sunday to Thursday 08.00 to 22.00  Friday & Saturday 08.00 to 22.30	Sunday to Thursday 08.00 to 22.00  Friday & Saturday 08.00 to 22.30
Alcohol licence	None	None	None	None
Music Licence	Organiser to notify performing rights society of music at event	Organiser to notify performing rights society of music at event	Organiser to notify performing rights society of music at event	Organiser to notify performing rights society of music at event
Toilet Provision	Public toilets on Marine Parade. Check opening times for your event	Public toilets in Stembrook car park. Check opening times for your event	Public toilets in the park. Check opening times for your event	Public toilets on the Quay. Check opening times for your event
Lighting	None on the green – street lights on the Strand	Lamp posts within the gardens	None in the park – street lights only	Lamp posts along the Quay.

\*Other DDC sites are available for events, each with specific characteristics. Event organisers should enquire about special requirements associated with these other sites in advance of submitting an application.



### Appendix 3 – Tier System

	Event Type 1	Event Type 2	Event Type 3
<b>Event Description</b>	Small events, under 100 people in attendance, no full road closure required. TPC Road closures can still be processed for small events.	Medium events, up to 500 people, or a full (section 16) road closure is required.	Large event, over 500 people or any temporary structure on site overnight.
<b>Proposed Application Process</b>	6 weeks' notice required to apply through ESAG process.	12 weeks' notice required to apply through ESAG process.	12 weeks' notice required to apply through ESAG process.
<b>Proposed Additional measures</b>	None	Photos before events open to be sent to <a href="mailto:events@dover.gov.uk">events@dover.gov.uk</a>	<ul style="list-style-type: none"> <li>• Overnight security provided by event organiser at the event organisers cost</li> <li>• ESAG Site check by a CDO to check that the site layout matches that disclosed on the ESAG paperwork</li> </ul>
<b>ESAG administration charge</b>	N/A	£40	£40

# Hire Agreement



**SUBJECT TO THE APPROVAL OF YOUR REQUEST, THE CONDITIONS OF HIRE MUST BE COMPLIED WITH WHEN HIRING LAND FROM DOVER DISTRICT COUNCIL. PLEASE READ, COMPLETE WHERE NECESSARY AND RETURN**

**TO: [events@dover.gov.uk](mailto:events@dover.gov.uk) Your Proposed Event** *(please complete all fields below)*

<b>Event Name</b>	Event)			(the
<b>Period of Hire</b>	Start		End	) ) (the Hire Period)
<b>Event Date(s)</b>	Start		End	) )
<b>Location of event</b>	(the Venue)			

## Applications

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

The Conditions of Hire set out below should be read prior to completion and submission of this Hire Agreement and a copy retained by the Hirer.

## Conditions of Hire

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<b>1.</b>	<b>INTERPRETATION</b>	The parks and open spaces available to hire are owned/managed by Dover District Council (the Council) and parks and open spaces which are the subject of a particular hiring are referred to throughout these conditions as the Venue. Where these conditions refer to the Officer, this refers to the representative of the Council, who is appointed to act on behalf of the Council.
<b>2.</b>	<b>STATUTORY REQUIREMENTS AND INSURANCE</b>	The Hirer must not do anything that will or might constitute a breach of any statutory requirement affecting the Venue or that will or might wholly or partly vitiate any insurance effected in respect of the Venue from time to time.
<b>3.</b>	<b>COUNCIL'S RIGHTS</b>	The Hirer must not in any way impede the Council, or its officers, servants, contractors or agents in the exercise of their rights or the Council's possession and control of the Venue and every part of the Venue.
<b>4.</b>	<b>RULES AND REGULATIONS</b>	The Hirer must observe any rules and regulations the Council makes and notifies to the Hirer from time to time governing the Hirer's use of the Venue.
<b>5.</b>	<b>CONDITION OF PROPERTY AND REMOVAL OF SIGNAGE</b>	The Hirer must reinstate and clean the Venue if required following the Event and remove the Hirer's furniture, equipment, goods and other property following the Event. The Hirer must also remove any notices, signage and advertising displayed in connection with the event whether it is on the Venue or surrounding areas.
<b>6.</b>	<b>LEGISLATION</b>	The Hirer must comply with the Health and Safety at Work Act 1974, the Environmental Protection Act 1990, the Food Safety Act 1990, The Licensing Act 2003 and all other relevant statutory provisions that relate to the Hirer's use of the Venue for the Event.
<b>7.</b>	<b>HIRE PERIOD</b>	The Event must cease at the times specified in the Event Management Plan (unless agreed otherwise by the Officer in writing) and all clearing up operations must be completed by the end of the Hire Period. The property of the Hirer and the Hirer's agents must be removed at the end of the Hire Period and the Council accepts no responsibility for any property left on, at or within the Venue before, during or after the Hire Period.
<b>8.</b>	<b>CHARGES</b>	<p>Payment of the Hire Charge and any Deposit must be made in full [28] days prior to the commencement of the Hire Period. If payment is not received the Council reserves the right to cancel the booking with immediate effect and no Permission to Occupy will be issued by the Council.</p> <p>The Hirer will be liable for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches etc. over and above the Hire Charge for the Event. Additional equipment which is required will be by negotiation between the Officer and the Hirer and may be liable to charge and deposit. For a full list of costs for hire please go to:</p> <p><a href="https://www.dover.gov.uk/Community/EventPlanning/Planning-Your-Event/Hiring-DDC-Land-for-your-Event.aspx">https://www.dover.gov.uk/Community/EventPlanning/Planning-Your-Event/Hiring-DDC-Land-for-your-Event.aspx</a></p>

9.	<b>DEPOSIT</b>	<p>The Deposit must be paid to the Council no later than [28] days prior to the commencement of the Hire Period and will be held by the Council throughout the duration of the Event.</p> <p>Following the conclusion of the Event the Deposit (less any deductions made in accordance with paragraph b below) will usually be repaid /returned to the Hirer within 28 days. If the Deposit cannot be returned within this timescale the Council will write to the Hirer setting out the reason for this delay.</p> <p>In the event of any damage or loss whatsoever being caused or incurred to;</p> <ol style="list-style-type: none"> <li>a. the Venue, which shall include malicious damage, unintentional loss (e.g. the loss of keys) and other such similar incidents; or</li> <li>b. the land and or any adjoining land owned by the Council, as a direct result of the Hirer’s occupation and or use of the Venue, land and or adjoining land; then the Council will at its sole discretion and in all cases acting reasonably be entitled to use the Deposit to offset the cost of repairing, reinstating and or undertaking any works required to return these areas to the same or similar condition that they were in prior to the commencement of the Event and subsequently recover from the Hirer all additional sums required in excess of the Deposit and this additional cost shall be a debt due from the Hirer to the Council.</li> </ol>
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	<b>CANCELLATIONS</b>	<p>(a) By the Hirer: In the case of a cancellation of a booking, the Hirer must inform the Council at the earliest opportunity to enable the Venue to be hired by another party. Cancellation must be made in writing to the Council Officer at <a href="mailto:events@dover.gov.uk">events@dover.gov.uk</a>.</p> <p>(b) By the Council: The Council reserves the right at any time to close or prohibit the use of the Venue at its discretion. The Council will not be liable for any loss or expenditure incurred by or on behalf of the Hirer or by or on behalf of any other person arising from the exercise of this discretion or from the cancellation of any booking by the Council. The Council will refund such fees paid as it considers reasonable in the circumstances.</p> <p style="padding-left: 40px;">The Council has the right to cancel the hiring and to recover from the Hirer the amount of any loss resulting from such cancellation if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or committed any offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.</p>
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10.	<b>ASSIGNMENT</b>	<p>The Permission to use is personal to the Hirer and the right to use the Venue shall not be sublet, assigned or otherwise transferred unless prior written consent has been obtained from the Council. The Venue shall not be used for any purpose other than that specified in and agreed upon in the Event Management Plan</p>
11.	<b>REFUSAL OF BOOKING</b>	<p>The Council reserves the right to:</p> <ol style="list-style-type: none"> <li>a. Refuse any application for the hiring of a Venue without being required to give any reason for such refusal.</li> <li>b. Cancel any booked event due to poor weather or unsuitable ground conditions.</li> <li>c. Withdraw permission to use the Venue at any time up to and including the day of the Event.</li> </ol> <p>Failure to submit the required event documentation, which includes the event notification form, event management plan and risk assessment in line with the tier system for events at appendix 4 of the DDC events policy and payment 28 days before the commencement of the Hire Period may result in the Council refusing to hire the land and issuing Permission to Occupy. For events with payment already outstanding, the Council refuses to take further bookings.</p>
12.	<b>INDEMNITY</b>	<p>The Hirer will indemnify the Council against all losses, claims, proceedings, demands, costs, charges, expenses and damages whatsoever or howsoever arising out of or in connection with the use of the Venue under the provisions of this Hire Agreement, unless due to any act or neglect of the Council or any person for whom the Council is responsible.</p> <p>The use of the Venue or any part thereof is entirely at the risk of the Hirer who shall be liable for any claim in respect of:</p> <ol style="list-style-type: none"> <li>1) Personal injury or death arising out of the booking except to the extent that the same is due to any act or neglect of the Council or any person for whom the Council is responsible; or</li> <li>2) Loss of or damage to property whether real or personal and whether belonging to the Council or otherwise.</li> </ol>
13.	<b>INSURANCE</b>	<p>The Hirer must effect and maintain appropriate and adequate insurance against any and all of the aforementioned risks to the satisfaction of the Council with an insurer approved by the Council, including public liability insurance for the minimum sum of £5 million (£10 million for funfairs) throughout the Event and must provide evidence of the same upon request by the Council. Evidence of suitable insurances will be required before Permission to Occupy is granted.</p>

<b>14.</b>	<b>LOSS AND DAMAGE</b>	<p>The Hirer is liable for loss or damage to the Venue (including the land, hard and soft landscaping, buildings, fixtures and fittings and equipment made available by the Council), arising during or in connection with the hiring.</p> <p>Nothing shall be driven into or fixed or fastened to any part of the Venue or its furniture or fittings or equipment unless agreed by the Council in advance and the Hirer shall take every precaution to avoid damage to the same. The Hirer must pay the Council on demand the cost of repairing or making good any damage to the Venue or any part thereof (fair wear and tear excepted) arising out of or incidental to the hiring or for the loss of any equipment included in the hiring. Any heavy equipment to be used within the Venue must be identified on the application. No other heavy equipment may be used. The Hirer must ensure that any vehicle, generator or ride specially permitted on an area must have satisfactory measures in place to contain discharge of fuel or grease.</p> <p>If you use DDC supply of electricity, you will be expected to provide photos before and after the event of meter readings and will be invoiced for this following the event.</p> <p>In some instances, a DDC officer will check the site before &amp; after the event, any changes in condition will be rectified at the expense of the event organiser &amp; deducted from any deposit paid, if no deposit is paid, the monies will be invoiced to the event organisers.</p>
<b>15.</b>	<b>LICENCES, PERMITS AND OTHER PERMISSONS</b>	<p>The Hirer must obtain any additional permissions, consents or licenses required for the Event and submit copies, if requested, to the Council, and where necessary this shall include appropriate insurance (including £5 million public liability insurance (£10 million for funfairs)) for other users of the said Venue which are not covered under the Hirer’s insurance.</p>
<b>16.</b>	<b>PERFORMING RIGHTS SOCIETY</b>	<p>The Hirer must advise the Performing Rights Society of any musical performance at the Event including live and recorded music.</p>
<b>17.</b>	<b>BROADCASTING &amp; TELEVISION</b>	<p>The Hirer may not carry out, allow or permit to be carried out any professional photography, filming, video recording, taping, television or radio broadcasts or any other recording of any kind of the Event during the Hire Period without the prior written consent of the Officer.</p>
<b>18.</b>	<b>ADMISSION</b>	<p>The Council in exercise of its rights of possession and control of the Venue, reserves the right at its absolute discretion to refuse admission to or remove any person from the Venue of other Council land.</p>
<b>19.</b>	<b>CONSENT FOR EQUIPMENT, FURNITURE STRUCTURES AND TEMPORARY STRUCTURE VECHILES</b>	<p>The Hirer must not bring onto the Venue any vehicles, equipment, furniture, structures or temporary structures or any ancillary equipment except as is provided for and detailed within the Event Management Plan or otherwise approved in writing by the Officer. A fire risk assessment will also need to be provided for any temporary structures.</p>

20.	<b>HEALTH AND SAFETY</b>	<p>The Hirer must undertake all necessary risk assessments for the Event and ensure that all participants and contractors comply and provide evidence of compliance with all relevant health and safety legislation, or any other guidelines relevant thereto at all times during the Event and while accessing, vacating, preparing and clearing the Venue for the Event.</p> <p>The Hirer must risk assess and record revised arrangements including any revisions made during the Event and or the Hire Period and ensure any controls identified are implemented.</p> <p>Where appropriate, the Hirer must provide at the Hirer’s expense First Aid services at the Venue for the duration of the Event and demonstrate to the Council that an adequate plan is in place to deal with emergencies which may occur. For those providing the First Aid services, a current First Aid Certificate(s) must also be submitted.</p> <p>The Hirer must ensure there is a plan in place in the event of an emergency. This must include consideration of the methods of communication to site users and ensuring that emergency vehicles/personnel is maintained at all times.</p> <p>Welfare provision (including but not limited to toilets ) should be provided by the event organiser inline with The Purple Guide recommendations.</p>
21.	<b>MAXIMUM NUMBERS TO BE ADMITTED</b>	<p>It is the event organisers responsibility to provide the maximum number of persons to be admitted to the Venue or the part there of being hired during the Hire Period and demonstrate in the risk assessment how this figure was reached and how capacity will be managed. This will be based on the type of event held, the demographic that will attend, means of escape/evacuation, stewarding levels etc. The ESAG will review the organisers proposal and raise any concerns.</p>
22.	<b>APPROPRIATE STAFF AND LICENCED SECURITY GUARDS</b>	<p>The Hirer must ensure they provide suitably competent and skilled staff to manage the Event during the Hire period and further ensure that all and any staff requirements that are detailed within the Event Management Plan are adhered to, including, where appropriate a fully trained and up to date licensed SIA security guard to be in attendance at the Venue for the duration of the Hire Period.</p> <p>No Permission to Occupy will be issued by the Council if the relevant up to date information and paperwork of the SIA trained security guard has not been submitted to the Council, within one week of the Council requesting it.</p>
23.	<b>COMMERCIAL TRADERS</b>	<p>No commercial traders will be permitted to trade at the event except those shown in the Event Management Plan that are licensed under trading conditions, including registered food businesses or otherwise approved in writing by the Officer. Commercial traders should, if required, be able to provide a copy of their Trade Waste Agreement to ensure they have the correct provisions in place.</p>
24.	<b>NUISANCE</b>	<p>The Hirer must not use the Venue in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Venue or any adjoining or neighboring property or to the owners occupiers or users of any adjoining or neighboring property and must not to do or permit to be done on the Venue anything which is illegal.</p> <p>Events which include entertainment shall be managed in accordance with</p>

		provisions required under the Council's <a href="#">'Event Planning: Noise'</a> . This may include submission of a Noise Management Plan. For advice on nuisance aspects such as noise, dust, odour, light etc. contact Environmental Protection (include email address).
25.	<b>MECHANICAL RIDES</b>	<p>In circumstances where the Council has agreed that mechanical rides may be taken onto the Venue, the Hirer must;</p> <ol style="list-style-type: none"> <li>a. Supply full details of all rides prior to the commencement of the Hire Period and comply with and ensure that the operators of the rides comply with guidance published by the Health and Safety Executive, and all other statutory bodies; and</li> <li>b. Ensure that each ride has a valid Independent Safety Certificate, details of which shall be produced to the Council for inspection within 1 week of being requested to do so and for the avoidance of any doubt no Permission to Occupy will be granted by the Council to the Hirer if the Independent Safety Certificate is not produced.</li> <li>c. It is recognised that due to the nature of some events it is not possible to keep all areas in view of Dover District Councils CCTV unobscured. Where possible in order to support the commitment to public safety, every effort should be made to leave clear line of sight of the surveillance cameras with the site occupied. Any large vehicles, machinery and/or rides should be placed away from the CCTV to prevent unnecessary blind spots from occurring.</li> </ol>
26.	<b>ALCOHOL</b>	<p>The Hirer shall not take onto the Venue any intoxicating liquor nor permit any other person to do so unless previously agreed in writing by the events safety advisory group.</p> <p>Dover District Council has a Public Space Protection order in place across the district preventing consumption of alcohol in public spaces. No alcohol should be consumed on site without appropriate permission etc.</p>
27.	<b>FOOD SAFETY</b>	<p>Any food (including drink) provisions must be in compliance with the Food Safety Act 1990, Food Safety and Hygiene (England) Regulations 2013 and any other relevant legislation.</p> <p>The Hirer must ensure that any commercial food businesses are registered with a Local Authority.</p> <p>The Hirer must ensure that any food providers have access to portable water, a method of storing and/or disposing of wastewater and adequate methods of hand washing including hot and cold, or appropriately mixed water, soap and hygienic hand drying methods, for example, paper towel.</p>
28.	<b>SANITARY FACILITIES</b>	<p>The Hirer must provide at the Hirer's own expense any temporary sanitary facilities, including hand washing facilities, as shown in the Event Management Plan.</p> <p>Requests for the opening of public toilets near to the Venue outside of normal opening hours will be considered, if approved a charge will be incurred.</p>
29.	<b>LIGHTING</b>	<p>Where the Venue is to be used during the hours of darkness the Hirer will provide appropriate lighting to cover all areas to which the public are admitted or have access provided that all flood lighting temporarily erected at the Venue shall be angled in such a manner so as not to shine into any window of neighboring properties thereby causing any nuisance or annoyance to the occupiers of such properties.</p>



<b>30</b>	<b>COLLECTIONS AND LOTTERIES</b>	The Hirer shall not hold or permit anyone else to hold at the Venue any collections (whether for charity or otherwise), games of chance, sweepstakes, raffles or lotteries or gambling of any kind nor sell or permit the sale of programmes, without the prior written consent of the Officer. The Hirer must ensure that the Hirer has appropriate permission and licenses in this regard.
<b>31.</b>	<b>ANIMALS INCLUDING LIVESTOCK</b>	The Hirer shall not bring onto the Venue nor permit to be brought onto the Venue any animal, live fish, bird or reptile (except guide dogs), unless specifically approved by the Officer in writing. The Hirer shall not permit or suffer any animal, live fish, bird or reptile to be offered or given as a prize in any raffle or competition, whether of skill or otherwise.
<b>32.</b>	<b>ADVERTISEMENTS</b>	The Hirer shall ensure that all event publicity signs/posters are displayed in accordance with the Town and Country Planning Act 1990 and the Town and Country Planning (Control of Advertisements) Regulations 2007. No flags, emblems, decorations, posters or advertisements shall be displayed inside or outside the Venue without the previous written consent of the Officer. Flyposting (The display of advertisements in contravention of the advertisement control regulations) is an offence incurring liability to a fine. Any Hirer wishing to display posters must first consult the District Planning Officer to find out whether consent is required.
<b>33.</b>	<b>WASTE AND RECYCLING</b>	The Hirer must remove or arrange for the removal of all litter, waste and recyclable materials arising out of the Event from the Venue and any surrounding site or area and meet all costs associated with such removal. All waste must be collected and disposed of in Accordance with any relevant legislation and proper practice.
<b>34.</b>	<b>CAR PARKING</b>	The Hirer shall not drive or park vehicles over or on the Venue nor permit anyone else to do so, other than as previously agreed with the Officer in writing. A cost may be incurred for any requested parking suspensions.
<b>35.</b>	<b>KEYS</b>	The Hirer must return all keys (if any) to the Council on the next working day following the Event.
<b>36.</b>	<b>SERVICES</b>	The Hirer must not connect to any electricity, water or gas supply on Council property without the prior written consent of the Officer.
<b>37.</b>	<b>SITE VISITS</b>	The Council reserves the right to allow officers of the Council, authorised staff, police and fire brigade officers free ingress and egress to all parts of the Venue, before, during and after the Hiring Period, to conduct site visits. The Hirer, his servants, agents and contractors shall during the hiring and during such other times as they or any of them shall be in the Venue comply with all reasonable requirements of the Officer or authorized staff of the Officer.
<b>38.</b>	<b>EVENT MANAGEMENT PLAN</b>	<ol style="list-style-type: none"> <li>1) The Hirer shall ensure the Event is carried out strictly in accordance with the Event Management Plan (as agreed with the Council) and these Conditions of Hire.</li> <li>2) Any requests for alterations to an agreed Event Management Plan must be made in writing to the Council Officer and agreed by the Council Officer prior to any changes being implemented by the Hirer.</li> <li>3) It is the Hirer's responsibility to ensure the Event is carried out as is</li> </ol>

		<p>described in the Event Management Plan.</p> <p>4) Events which include entertainment shall be managed in accordance with provisions required under the Council’s <a href="#">‘Event Planning: Noise’</a>. This may include submission of a Noise Management Plan.</p>
39.	<b>COUNTER TERRORISM LEGISLATION IN REGARD TO EVENTS</b>	<p>Section 26 of the Counter-Terrorism and Security Act 2015 places a duty on certain bodies, in the exercise of their functions, to have “due regard to the need to prevent people from being drawn into terrorism”. This is known as the Prevent Duty. In complying with the Prevent Duty, there is an expectation that local authorities ensure that publicly owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views. Therefore, the hirer is not to use local authority resources to espouse violent and/or non-violent extremist views. The Government have defined extremism as “vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. We also include in our definition of extremism calls for the death of members of our armed forces.”</p>
40.	<b>PERMISSION TO OCCUPY</b>	<p>Access to the Venue for the purpose of the Event will not be permitted until the Council has issued a Permission to Occupy letter.</p>
41.	<b>EVENT SUITABILITY</b>	<p>In all cases the Event must be suitable for family audiences and/or participants. In all cases, organisers of the Event must ensure that it will not cause discrimination (either directly or indirectly) or disadvantage and that equality issues have been taken into consideration in the preparation of the Event. Please see the <a href="#">Councils Policy for Equality and Diversity</a>.</p>
42.	<b>PAYMENT</b>	<p>The Hirer must pay the Hire Charge and the Deposit to the Council at least [28] days in advance of the commencement of the Hire Period.</p>
43.	<b>COSTS INCURRED</b>	<p>Any costs incurred by the Hirer before the Permission to Occupy is issued are incurred at the risk of the Hirer and will not be reimbursed by the Council.</p>
44.	<b>OBLIGATIONS</b>	<p>The Hirer must comply with these Conditions of Hire and shall ensure that their servants’ agents and contractors do so.</p>
45.	<b>ADDITIONAL CONDITIONS</b>	<p>The Council may add further specific written conditions in addition to the Conditions of Hire.</p>
46.	<b>VARIATIONS</b>	<p>The Council reserves the right to vary the content of these conditions at any time.</p>
47.	<b>INTERPRETATION</b>	<p>All references in these Conditions to ‘writing’ shall include communications by email.</p>

**By signing this Hire Agreement the Hirer agrees to be bound by the Conditions of Hire and confirms that the Hirer has read and understood them.**

The Hirer agrees and declares that all information to be given by the Hirer to the Council in connection with this Hire Agreement is true to the best of their knowledge.

<b>Name; or Organisation name; or Company name; or Charity name</b>	
<b>Signature</b>	
<b>Signature by one Director if Ltd Company</b>	
<b>Signature by Two Trustees if a charity</b>	
<b>Address</b>	
<b>Registered address if a company or charity</b>	
<b>Contact Telephone No</b>	
<b>Contact e-mail address</b>	

If you have any queries regarding completing this form, please contact [events@dover.gov.uk](mailto:events@dover.gov.uk)

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

