



HARPENDEN TOWN COUNCIL

CLOSER TO THE COMMUNITY

Event Booking Protocol

A guide for all event organisers wishing to hire Harpenden Town Council land to host their event.

MAY 2017

HARPENDEN TOWN COUNCIL

Town Hall, Leyton Road, Harpenden, Herts. AL5 2LX

Contents

1. Introduction	2
2. Definitions within this Protocol.....	2
3. Why do HTC have an Event Booking Protocol?.....	2
4. Who is this Protocol for?.....	3
5. Application Process	3
5.1 Timescales.....	3
5.2 Safety Advisory Group	4
6. Roles and Responsibilities of the Council.....	4
7. Approval of Events	4
7.1 Calendar of Events	4
7.2 Commercial Events	5
7.3 Corporate Event	5
7.4 Community Events	5
7.5 Licences.....	5
7.6 Insurance.....	5
7.7 Refusal.....	6
7.8 Equal Opportunities	6
7.9 Welfare.....	6
8. Fees and Charges	6
8.1 Land Hiring Fees.....	6
8.2 Deposits	6
8.2.1 Flyposting.....	7
8.2.2 Reinstatement.....	7
8.2.3 Noise	8
8.2.4 Refund of Deposits.....	8
8.3 Cancellation and Refunds	8
8.4 Officer Time and Administration	8
9. Further Guidance	8
10. Conditions of Hire	9
APPENDICES	10
Appendix 1 – List of Harpenden Town Council Land available for Hire.....	11
Appendix 2 – District Safety Advisory Group Event Booking Process.....	12
Appendix 3 – Copy of Event Application Form	13
Appendix 4 – Deregulated Licencing.....	15
Appendix 5 – Harpenden Common Byelaws.....	16

1. Introduction

Harpenden is a thriving commuter town located half way between St Albans and Luton.

Although it has some 30,000 residents and a growing number of small to medium sized businesses, Harpenden still retains a "village" feel with its tree lined High Street, town greens, period cottages, and Common – 96.39 hectares of open space that supports cricket, football and golf clubs whilst boasting a County Wildlife Site designation.

The Town Centre offers eating establishments to cater for all tastes, bespoke shops and three supermarkets. There are two further shopping areas in Southdown and Batford. Residents can also enjoy the many attractions London has to offer, which is only a 30 minute train ride away by the Thameslink train service. Alternatively, Luton Airport, less than 5 miles away, acts as a gateway to an extensive choice of European City destinations and beyond.

Harpenden Town Council (HTC) welcomes event organisers to host their events in the town, which meet the Council's corporate priorities as set out in our business plan.

2. Definitions within this Protocol

Event Organiser - may be an individual or a group

Public Event – a formal, organised gathering inviting members of the public to attend and join in

Successful Event – an event that has been delivered safely and in accordance with its aims

Small Event – an event with less than 100 people attending

Medium Event – an event with less than 500 people attending

Large Event – an event with less than 1,000 people attending

Major Event – an event that has over 1,000 people attending

3. Why do HTC have an Event Booking Protocol?

This protocol has been developed to support Event Organisers and promote joint working between organisers, the Council and its contractors. It is only relevant to events taking place on Harpenden Town Council owned land. A list of the land that is available to hire and the scale of events that can be held can be found in Appendix 1.

This protocol will ensure that Event Organisers and HTC abide to the following:

- Adhere to relevant legislation and byelaws of the land;
- Protect the environment and landscape of the land;
- Do not cause offence or discriminate against any group or individual;
- Adhere to relevant health and safety legislation and guidance for public events in public spaces, and;
- Ensure that relevant timescales and planning milestones are met in accordance with those outlined within this protocol.

Event Organisers and HTC must consider the following:

- Impact of the event on the physical and social environment of the area;
- Enjoyment, safety and quality of life for residents, visitors and local businesses; and
- Financial implications

The objectives of this protocol are:

- To ensure that HTC fully meets its responsibilities in terms of relevant event legislation and guidance;
- To ensure that the event is delivered safely and effectively with minimal disturbance to the local community surrounding the area;
- To ensure that all the necessary infrastructure has been included allowing for the delivery of a safe and successful event that does not have a negative impact on the Council's land or local community;
- To ensure HTC receives adequate revenue for the use of its land
- To ensure that all event organisers adhere to waste reduction and maximise recycling opportunities.

It is important that HTC take into consideration the following:

- Capacity – how many people/cars can fit in an area where the event is proposed;
- Ecological Impact – how much use can the land withstand and what type of events can be held in specific areas and whether the character of the land is altered in anyway, and;
- Social Impacts – how many people can comfortably fit in an area and what are the wider implications i.e. car parking in the town.

4. Who is this Protocol for?

Anyone wishing to host a public event on HTC land. Please note: Existing fun fairs, circuses and markets that take place on Council land are exempt from this protocol.

5. Application Process

All event organisers are required to complete an application form to register their interest in running an event on HTC land. Once HTC receive an application form the Events Officer will go through it and ensure that all the relevant information regarding the event is completed appropriately. Once the Events Officer has reviewed the application form and discussed it with the Town Clerk they will confirm to the Event Organiser any further information that is required for the application to be considered. At this point the Event Organiser will also be given a deadline for when this information needs to be submitted to HTC. Once HTC have received a completed application form, the Events Officer will send this to the District's Safety Advisory Group for their comments and recommendations. See section 5.2 *Safety Advisory Group* for more information on this process.

A copy of the Application Form can be found in Appendix 3.

Once all information has been received from the District's Safety Advisory Group, a recommendation will be considered by the HTC Community Services Committee. It will be this committee that will grant permission as to whether an event can take place on Council land.

5.1 Timescales

Below outlines when an event organiser must make initial contact with the Council:

Small Events = 3 months prior to the event

Medium Events = 6 months prior to the event

Large Events = 9 months prior to the event

Major Events = 12 months prior to the event

These timescales may be changed at the discretion of the Town Clerk.

5.2 Safety Advisory Group

All events, except small events, will be required to go through the District Safety Advisory Group (SAG) process. The SAG enables key agencies, such as the Police, Ambulance and Fire Services as well as Hertfordshire Highways, the District Council and Event Organisers themselves, to work together to look at safety issues for any public events taking place in the District. The idea is not to discourage events in any way but to provide event organisers with support and guidance to ensure that any events are carried out safely and successfully.

Should any member of the SAG have any questions about an event, the organiser might be asked to come along to meet the group so that any issues can be discussed and the organiser can ask for advice from the members - there is such a wide range of skills and experience available within the St Albans District Events Safety Advisory Group.

HTC will forward information about the event and the event organiser on to SAG. Details of the SAG process in relation to Harpenden Town Council and the event organiser can be found in [Appendix 2](#).

6. Roles and Responsibilities of the Council

HTC has the responsibility to approve any event taking place on its land in accordance with this protocol. Our Events Officer will liaise directly with event organisers and all necessary parties to ensure that these events are feasible, viable and safe.

The Officer will:

- Assess the Event Application Form
- Liaise with the Event Organiser throughout the process and ensure they are kept informed
- Assess all accompanying event paperwork; Event Management Plans, Risk Assessments and Event Safety Plans
- Make recommendations to the Community Services Committee
- Liaise with necessary parties regarding the event, such as councillors, grounds maintenance, etc.
- Where deemed necessary, undertake a site visit during set-up and de-rig to ensure all conditions are being met according to this protocol and/or any information specifically detailed during the planning process. Officers may also visit the site during the event to check that the event is working in line with the conditions of hire.
- Issue a licence/conditions of hire to the Event Organiser and ensure that this is being adhered to

7. Approval of Events

As set out above, the Community Services Committee will take the decision to approve the delivery of an event on HTC land. The following will be considered when considering granting permission.

7.1 Calendar of Events

HTC will check availability based on whether the land is already in use or if there are any other events taking place in the town on the days requested.

There will be a minimum of a 2 week period between all major events being held at the same venue. No more than one major event will take place in the town on the same day.

All events must follow the timescale provided in section 5: *Application Process* and submit all required paperwork within this timescale.

7.2 Commercial Events

Organisers for Commercial Events must approach HTC in their pre-planning stage and ensure they follow the timescales and submission requirements prior to advertising the event.

All commercial events will be charged a fee to hire the land for use of the event. Fees and details can be found in section 8: *Fees and Charges*. As outlined within Harpenden Common's Byelaws, common land must only host events that are free of charge for the public to attend and enjoy. Therefore, commercial events will not be granted permission to use this land if they are ticketed.

HTC reserve the right to stop any commercial event taking place on their land, at any time, if it does not abide to the points highlighted within this protocol or becomes a different event to that which was applied for.

7.3 Corporate Event

Applications for corporate events, which are not open to the public will be approved on an individual basis and subject to individually negotiated fees and charges. HTC reserve the right not to approve any private events, at any time, without justification.

7.4 Community Events

Events that are being held for the community to enjoy with no entry fee will be assessed based on the nature of the event, whether it's for the whole community or a specific group, the size of the event and the type of activities that are being offered. HTC reserve the right not to approve any event they feel is not appropriate for the community.

7.5 Licences

It is essential that all event organisers have the relevant licences for the type of activities being delivered as part of their event. Some activities that previously required a licence have now been deregulated in 2014 as a result of amendments to the 2003 Act by the Live Music Act 2012 and the 2013 Order. Details on this can be found in [Appendix 4](#).

7.6 Insurance

It is essential that all event organisers have the relevant insurance cover to indemnify them against any civil action as a direct result of something that happens at their event. This must be Public Liability Insurance and should be obtained through a reputable company.

All major events must be covered by £10 million Public Liability Insurance. All other events can be covered by £5 million Public Liability Insurance. Dependant on the nature of the event and the organisation delivering it, Employer's Liability Insurance may also be required.

7.7 Refusal

In the event that an application is submitted by an event organiser who has previously failed to abide by conditions of approval and timescales granted by the Council, new applications will be rejected unless clear steps have been taken to rectify and follow procedures with the new application.

7.8 Equal Opportunities

All event organisers must provide reasonable accessible services and facilities. It is the responsibility of the event organiser to ensure that any staff and/or volunteers working on the event are have received relevant training in equal opportunities.

7.9 Welfare

All event organisers are responsible for the welfare of staff and members of the public that attend their event. Event organisers will ensure that staff and/or volunteers that are on the front line of the event have received the relevant training in dealing with children, young people and vulnerable adults. The event organiser will ensure that good practice guidelines and recommendations are followed at all times and identified staff and/or volunteers undergo a DBS check. Event organisers shall also be responsible for the welfare of any animals that are part of the event.

8. Fees and Charges

All fees and charges are at the discretion of the Council. Charity events will be exempt from land hiring and officer time fees and charges. Fees are based on size of the event, type of event and length of event, including set-up and de-rig time. Fees are charged per event.

8.1 Land Hiring Fees

Below is a guide to land hiring fees:

Event Size	Site / Preparation meeting with Officer allowance (free of charge)	First Event Day (£)	Subsequent Event Days (£)	Set-up / De-rig Days (£)
Small	1	100	50	25
Medium	2	200	100	50
Large	2	400	200	100
Major	Negotiable	Negotiable	Negotiable	Negotiable

Fees are payable, along with a deposit for the cheques set out in the section below, when agreement has been obtained for the event to take place. If the full fees and deposits have not been received within 1 month to the date of the event, the Council reserve the right to withdraw their acceptance of the event and granted permissions.

8.2 Deposits

Along with the fees and charges outlined above, an event organiser will be required to provide deposits for a number of aspects that may affect their event. Specific aspects will be confirmed with an Officer when an application is made. Deposit cheques will only be cashed if any of the following aspects are

applicable to the event; flyposting, reinstatement and noise. Event organisers will be informed within 14 days of site clearance if there are any challenges to the deposits being returned.

Below is a guide to the deposits:

Event Size	Flyposting Deposit	Reinstatement Deposit	Noise Deposit
Small	75	150	50
Medium	150	300	100
Large	300	500	250
Major	1000	1000	500

8.2.1 Flyposting

There is no specific definition of flyposting. However, a good practice guide issued by the Government in 2000 describes it as *the display of advertising material on buildings and street furniture without the consent of the owner, contrary to the provisions of the Regulations*. This includes, but is not exclusive of:

- Advertising including posters and flyers being attached to lampposts, railings, and street furniture or pasted onto the side of buildings or walls
- Banners put up on fencing, railings, alongside open spaces, etc.
- Flyers being handed out in the Town Centre or at other events without permission
- Any other marketing material produced to promote the event

Even if permission is granted for the event to be delivered on Council land, it is not permitted for advertising of the event to be displayed in a form as outlined above. An event organiser must state on the application form how they propose to advertise the event and the Community Services Committee can permit proposals where necessary. Banners and signs can only be erected on Council land with the permission of the Town Clerk. If the proposed advertising is within another jurisdiction, such as the Planning Department at District Council, contact details will be provided to the event organiser and written permission must be obtained and copied to the Council.

The display of advertisements not in accordance of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 (or any regulations revoking and re-enacting those regulations with or without modification) is an offence liable for prosecution in a magistrates' court.

8.2.2 Reinstatement

Reinstatement in the circumstance of an event covers damage to the land and/or surrounding area, litter left behind and covering any costs needed to put the land back to how it was prior to the event taking place. During de-rig, an Officer from the Council will undertake a site visit and check the state of the land. No commitment will be made to return the deposit until everything has left the site and has undergone a thorough inspection by a Council Officer.

If any reinstatement is required, the Council's Ground Maintenance Team or Contractor will be asked to undertake the work and the Event Organiser will be liable for any shortfall in costs from the deposit.

8.2.3 Noise

The Event Organiser is responsible for ensuring any noise from the event does not cause a disturbance or a nuisance, whether this is to residents or businesses that are within range. The deposit for noise will be retained if the event organiser disregards their responsibilities on controlling noise whilst they hire the land. If St Albans City and District Council's Environmental Health Officers receive complaints on any set up, de-rig or event days and between the hours of 11pm and 7am there will be an additional charge of £50 per complaint received by Environmental Health Officers or the Council itself.

8.2.4 Refund of Deposits

On completion of a successful event the deposit cheques will be returned to the event organiser (minus any deductions appropriate) within 30 days of the event date, unless there are mitigating circumstances or other charges are unpaid.

8.3 Cancellation and Refunds

If an event is cancelled more than 1 month prior to the event date, fees and deposit cheques will be returned in full. Charges for any additional onsite meetings or administration that has taken place by the Council will still apply at a charge of £20 per hour.

If an event is cancelled within 1 month to the event date the Council reserves the right to retain 50% of the hire fees and charges for any additional onsite meetings or administration will still apply at £20 per hour. All deposit cheques will be returned to the event organiser.

8.4 Officer Time and Administration

Any additional onsite meetings to the number set out within the Land Hiring Fees will be charged at £25 for each occurrence.

Any event that requires additional support to meet the event management requirements as set out in this document will incur an additional charge on an hourly basis of £20. This support includes but not exclusive to the following:

- Event Management Documentation i.e. Risk Assessments and Plans
- Liaising with the Council's grounds maintenance contractor for work which may be required
- Advice and guidance on health and safety aspects
- Understanding up to date legislation and guidance for events

In addition to the above, the Council's grounds maintenance contractor may need to be involved in site preparations prior to an event which may incur an additional charge. This charge will be quoted for by the contractor and agreed prior to their involvement.

9. Further Guidance

Once applications have been assessed the Council may advise event organisers of aspects for their event which require further guidance and/or action.

These may include:

- Compliance with the District's Safety Advisory Group
- Health and Safety
- Road Closures and Traffic Orders

- Power supply
- Licences
- Catering and Food Hygiene
- Noise
- Animal Welfare
- Fireworks
- Any specific activities within the proposed programme

Please note: this list is not exhaustive and there may be other aspects which arise dependant on the event

It is also important that the event organiser carries out the relevant risk assessments; standard and fire. Support can be provided by the Council with writing these documents and will be part of the administration charges outlined within section 8.4: *Officer Time and Administration* where relevant.

There are also a number of other considerations that the Council require the event organiser to manage as part of their event. These include:

- Marketing and Promotion
- Signage
- Traffic Management and Car Parking
- Welfare and Sanitation

Event organisers are encouraged to refer to The Purple Guide for health, safety and welfare at events. The Council will refer to this guide if necessary and event organisers will be expected to adhere to these guidelines. This guide can be viewed at www.thepurpleguide.co.uk

10. Conditions of Hire

Once all the documentation, policies and objectives outlined within this document have been sufficiently met, the Council will issue the event organiser with a Conditions of Hire Agreement. This agreement will include information that the event organiser must adhere to during the hire period. This document must be signed, dated and returned to the Council prior to the event taking place. The Council reserves the right to withdraw permission for the event to take place on failure to return a signed copy of this agreement. The Council also reserves the right to immediate termination of the agreement if at any time the event organiser breaches any aspect set out within the agreement itself.

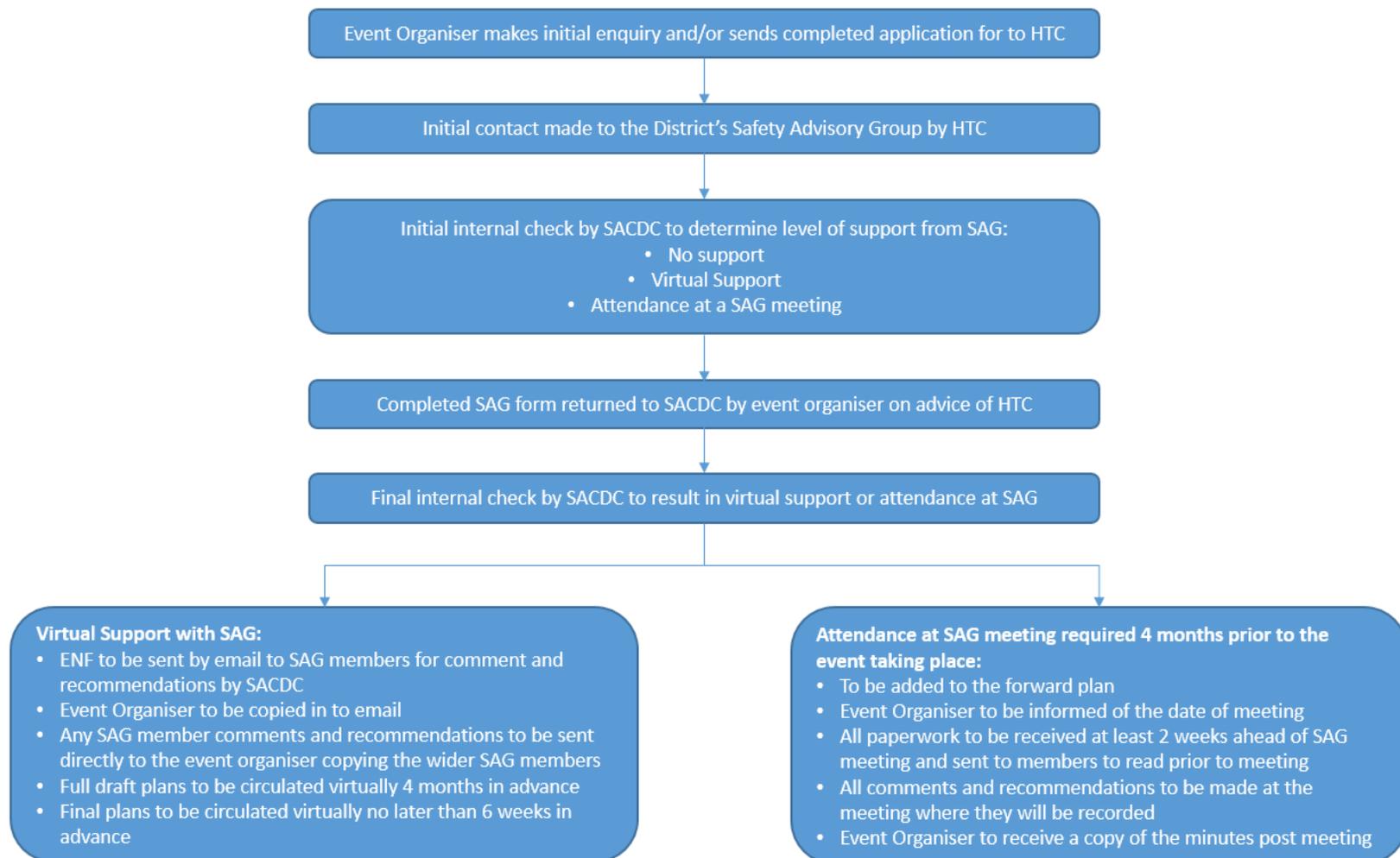
APPENDICES

Appendix 1 – List of Harpenden Town Council Land available for Hire

Area of Land	Suitable for what Scale of Event
Lydekker Park	Medium
Harpenden Common (some restrictions apply)	Major
Rothamsted Park	Major
Marquis Lane Open Space	Large
Batford Springs Local Nature Reserve	Small
Porters Hill	Medium*
Westfield	Medium*
Fovant Close (Community Orchard)	Small

*dependent on the type of event.

Appendix 2 – District Safety Advisory Group Event Booking Process



Event Booking Application Form

This form is to be used by event organisers wishing to host an event on land owned by Harpenden Town Council. It should be completed at the earliest opportunity and returned to harriet.tamke@harpenden.gov.uk

Please ensure that you have read and understood the Event Booking Protocol which accompanies this form.

Event Details

Event Title	
Proposed Date for Event	
Proposed Start and Finish Times for Event	
Proposed Location for Event	
Set Up and De-Rig Dates and Times	
Type of Event	
Nature of Event	
Event Audience	
Brief Overview of Event	
Is there a charge to the public to take part in the event?	

Organisers Details

Name				
Organisation				
Are you a charity / non-profit organisation?	Yes		No	
Email				
Telephone				

Declaration

I confirm that the information contained within this document is accurate and correct to the best of my knowledge.

I understand that I cannot hold the event on land owned by Harpenden Town Council without prior agreement and the necessary paperwork being submitted according to the Council's Event Booking Protocol.

I understand that the responsibility for safety at my/our event remains solely with the event organiser.

Print name	
Role within the Event	
Signed	
Date	

Please return your completed application to harriet.tamke@harpenden.gov.uk. If you require any support or information regarding your application please phone 01582 768278.

Appendix 4 – Deregulated Licencing

As a result of amendments made to the 2003 Act by the Live Music Act 2012 and the 2013 Order, no licence is required for the following activities to the extent that they take place between 08:00 and 23:00 on any day:

- A performance of a play in the presence of any audience of no more than 500 people;
- An indoor sporting event in the presence of any audience of no more than 1,000 people;
- Performances of dance in the presence of any audience of no more than 500 people; and
- Live music where the music comprises:
 - A performance of un-amplified live music
 - A performance of live amplified music in a workplace with an audience of no more than 500 people; or
 - A performance of live music on alcohol licensed premises which takes place in the presence of an audience of no more than 500 people, at a time when the premises are open for the purpose of being used for the supply of alcohol for consumption
- “Cross-activity exemptions” covers any entertainment provided that it is:
 - On Local Authority premises where provided by or on behalf of the Local Authority
 - On hospital premises where provided by or on behalf of healthcare provider
 - On school premises where by or on behalf of school proprietor; or
 - At a travelling circus provided:
 - Not films, boxing or wrestling entertainment
 - Within moveable structure accommodating audience
 - Not there for more than 28 days

Specific licence permission will not be needed for “not-for-profit” film exhibition in community premises, between 08:00 and 23:00, provided that the film exhibition abides by age classification rating and the audience does not exceed 500 people.

Appendix 5 – Harpenden Common Byelaws

Byelaws made under section 15 of the Open Spaces Act 1906 by the Harpenden Town Council with respect to Harpenden Common.

PART 1 – GENERAL

General Interpretation

1. In these byelaws:
"the Council" means Harpenden Town Council
"the Common" means any of the grounds listed in Schedule I to the byelaws.
"designated area" means an area in the ground which is set aside for a specified purpose, that area and its purpose to be indicated by notices placed in a conspicuous position;
"invalid carriage" means a vehicle, whether mechanically propelled or not,
 - (a) the unladen weight of which does not exceed 150 kilograms,
 - (b) the width of which does not exceed 0.85 metres, and
 - (c) which has been constructed or adapted for use for the carriage of a person suffering from a disability, and used solely by such a person.

Application

2. These byelaws apply to all of the Common listed in Schedule I.

PART 2 - PROTECTION OF THE COMMON, ITS WILDLIFE AND THE PUBLIC

Protection of structures and plants

3. (1) No person shall without reasonable excuse remove from or displace within the Common:
 - (a) any barrier, post, seat or implement, or any part of a structure or ornament provided for use in the laying out or maintenance of the Common; or
 - (b) any stone, soil or turf or the whole or any part of any plant, shrub or tree.
- (2) No person shall walk on or ride, drive or station a horse or any vehicle over:
 - (a) any flower bed, shrub or plant;
 - (b) any part of the Common in the course of preparation as a flower bed or for the growth of any tree, shrub or plant; or
 - (c) any part of the Common set aside by the Council for the renovation of turf or for other landscaping purposes and indicated by a notice conspicuously displayed.

Unauthorised erection of structures

4. No person shall without the consent of the Council erect any barrier, post, ride or swing, building or any other structure.

Climbing

5. No person shall without reasonable excuse climb any wall or fence in or enclosing the Common, or any tree, or any barrier, railing, post or other structure.

Grazing

6. No person shall without the consent of the Council turn out or permit any animal for which he is responsible to graze on the Common.

Protection of wildlife

7. No person shall kill, injure, take or disturb any animal, or engage in hunting or shooting or the setting of traps or the laying of snares.

Camping

8. No person shall without the consent of the Council erect a tent or use a vehicle, caravan or any other structure for the purpose of camping.

Fires

9. (1) No person shall light a fire or place, throw or drop a lighted match or any other thing likely to cause a fire.
(2) Byelaw 9(1) shall not apply to:
 - (a) any event held with the consent of the Council.

Missiles

10. No person shall throw or use any device to propel or discharge on the Common any object which is liable to cause injury to any other person.

Interference with life-saving equipment

11. No person shall except in case of emergency remove from or displace within the Common or otherwise tamper with any life-saving appliance provided by the Council.

PART 3 - HORSES, CYCLES AND VEHICLES

Interpretation of Part 3

12. In this Part:
"cycle" means a unicycle, bicycle, a tricycle, or a cycle, having four or more wheels, not being in any case a motor cycle or motor vehicle.
"motor cycle" means a mechanically-propelled vehicle, not being an invalid carriage, with less than four wheels and the weight of which does not exceed 410 kilograms;
"motor vehicle" means any mechanically-propelled vehicle other than a motor cycle or an invalid carriage;
"trailer" means a vehicle drawn by a motor vehicle and includes a caravan.

Horses

13. (1) No person shall ride a horse except:
 - (a) on a designated route for riding; or
 - (b) in the exercise of a lawful right or privilege.
- (2) Where horse-riding is permitted by virtue of byelaw 13(1)(a) or a lawful right or privilege, no person shall ride a horse in such a manner as to cause danger to any other person.

Cycling

14. No person shall without reasonable excuse ride a cycle on the Common except in any part of the ground where there is a right of way for cycles.

Motor vehicles

15. (1) No person shall without reasonable excuse bring into or drive in the ground a motor cycle, motor vehicle or trailer except in any part of the Common where there is a right of way for that class of vehicle.
(2) Where there is a designated route for motor cycles, motor vehicles or trailers, it shall not be an offence under this byelaw to bring into or drive on to the Common a vehicle of that class for the sole purpose of transporting it to the route

PART 4 - PLAY AREAS, GAMES AND SPORTS

Interpretation of Part 4

16. Games
No person shall promote or play organised games on existing pitches or greens prepared by Harpenden Cricket Club, Harpenden Common Golf Club, the Harpenden Rovers Football Club or Barnville Cricket Club respectively, nor obstruct, hinder or interfere with any person lawfully authorised to promote organised games on such pitches and greens or play such games thereon.

Golf

17. No person shall drive, chip or pitch a hard golf ball except on the golf course.

PART 5 - WATERWAYS

Interpretation of Part 5

18. In this Part:
"waterway" means any river, lake, pool or other body of water

Bathing

19. No person shall without reasonable excuse bathe or swim in any waterway comprised on the Common.

Fishing

20. No person shall in any waterway cast a net or line for the purpose of catching fish or other animals.

Pollution

21. No person shall foul or pollute any waterway.

Blocking of watercourses

22. No person shall cause or permit the flow of any drain or watercourse on the Common to be obstructed, diverted, open or shut or otherwise move or operate any sluice or similar apparatus.

PART 6 - MODEL AIRCRAFT

Interpretation of Part 6

23. In this Part:
"model aircraft" means an aircraft which weighs not more than 7 kilograms without its fuel;

General prohibition

24. No person shall cause any power-driven model aircraft to:
(a) take off or otherwise be released for flight or control the flight of such an aircraft on the Common; or
(b) land on the Common without reasonable excuse.

PART 7 - OTHER REGULATED ACTIVITIES

Provision of services

25. No person shall without the consent of the Council provide or offer to provide any service for which a charge is made.

Trading

26. No person shall on the Common, without the consent of the Council, sell, or offer or expose for sale, or let to hire, or offer or expose for letting to hire, any commodity or article.

Public shows and performances

27. No person shall without the consent of the Council hold or take part in any public show or performance.

Aircraft, hang gliders and hot air balloons

28. No person shall except in case of emergency or with the consent of the Council take off from or land on the Common in an aircraft, helicopter, hang glider or hot air balloon.

Metal detectors

29. (1) No person shall use any device designed or adapted for detecting or locating any metal or mineral on the Common.

PART 8 - MISCELLANEOUS

Obstruction

30. No person shall obstruct:
(a) any officer of the Council in the proper execution of his duties;
(b) any person carrying out an act which is necessary to the proper execution of any contract with the Council; or
(c) any other person in the proper use of the Common.

Savings

31. (1) It shall not be an offence under these byelaws for an officer of the Council or any person acting in accordance with a contract with the Council to do anything necessary to the proper execution of his duty.
(2) Nothing in or done under these byelaws shall in any respect prejudice or injuriously affect any public right of way through the ground, or the rights of any person acting lawfully by virtue of some estate, right or interest in, over or affecting the Common or any part of the Common.

Removal of offenders

32. Any person offending against any of these byelaws may be removed from the Common by an officer of the Council or a constable.

Penalty

33. Any person offending against any of these byelaws shall be liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Revocation

34. The byelaws made by Harpenden Town Council on 1 March 1983 and confirmed by D G Best, Clerk of the Council relating to the Common are hereby revoked.

SCHEDULE 1 - GROUNDS TO WHICH BYELAWS APPLY

The grounds referred to in Byelaw 1 are those pieces of land with ponds, paths and road thereon (excluding however any roads which may be maintained by the Hertfordshire County Council as Highway Authority) commonly known as 'The Common', 'Hatching Green' and the 'Town Greens', the latter comprising former manorial wastes of Leyton Green, Church Green and those sections of Green bordering the High Street in the Parish of Harpenden.