

BROMSGROVE DISTRICT COUNCIL

Animal, Bird and Fish welfare at events on Council Land

Date: 5th August 2016

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Animal, Bird and Fish welfare at events on Council Land

1.0 Introduction

In conjunction with Bromsgrove District Council's strategic purpose "Find me good things to see do and visit" the Council's Arts Events and Museums team manages the hire of Bromsgrove District Council's land and premises for individuals and organisations to run events. During the Spring of 2016 officers were tasked to produce a policy that oversees how Bromsgrove District Council manages hirers who involve animals birds or fish whilst using Bromsgrove District Council land for those events. The purpose of the policy is to ensure that no animal, fish, or bird involved in an event held on Bromsgrove District Council's land is subjected to any kind of undue suffering and that Bromsgrove District Council promotes acceptable usage of animals, birds or fish for educational or charitable purposes at events held on Bromsgrove District Council land.

2.0 Wider context and this policy's specific purpose

This policy sits within a wider national and international context. Authority sits with our partner Worcestershire Regulatory Services (WRS) and amongst others DEFRA, and the Health and Safety Executive to manage the implementation of all policy and procedure in connection with the Animal Welfare Act 2006. In addition WRS governs procedures in accordance with the Performing Animals (Regulation) Act 1925. Within that act it is made clear that there are restrictions on the exhibition and training of performing animals. (1) No person shall exhibit or train any performing animal unless he is registered in accordance with this Act. For example if a dog is to perform during a play at a theatre venue or at an outdoor venue, then that venue is obliged to contact the relevant authority (and in this case WRS) to seek the appropriate permissions and license to carry out that activity.

This specific policy outside of that wider context represents what Bromsgrove District Council seeks to do over and above that legislation. Bromsgrove District Council understands that it is in no position to remove the right of any individual or group to carry out activities with animals, birds or fish that sit appropriately within the legal framework briefly outlined above outside of Bromsgrove District Council's land. This policy only places control measures in place for events held on Bromsgrove District Council land and on our premises.

Bromsgrove District Council does wish to promote positive practice and specifically good quality animal husbandry. Bromsgrove District Council will support this approach by presenting at its events educational opportunities for residents (and in particular children and young people) to have animal, bird and fish educational experiences. More detail about this work is outlined in Section 4 below. Further information about the legal frameworks outlined above can be found by contacting Worcestershire Regulatory Services and the Health and Safety Executive and DEFRA.

3.0 Statement of Policy

The Council does not allow :

1. Circuses or events that hire Bromsgrove District Council's own land or use Bromsgrove District Council's own premises as a venue to use performing animals, birds or fish.
2. Circuses or events that hire Bromsgrove District Council's own land or use Bromsgrove District Council's own premises as a venue to use animals, birds or fish as prizes. (For example goldfish at fairs).

The Council does allow:

1. Events who hire Bromsgrove District Council's land who work with animals, fish and birds in such a way that provides educational and/or charitable activity that promotes positive animal welfare as part of its contribution to a civil society here in Bromsgrove.
2. Event organisers to hire Bromsgrove District Council's own land who are affiliated with a relevant national governing body associated with the species concerned. (Examples include National Schools Equestrian Association, International Sheep Dog Trials, Dogs Unite, Amphibian and Reptile Conservation Trust: Note this list is not exhaustive).

4.0 Acceptable practice

Bromsgrove District Council does wish to promote and support high standards of quality care in animal, bird and fish education and husbandry. Bromsgrove District Council does support and carry out such activities that promote to its residents to high quality animal husbandry and handling. Bromsgrove District Council requires all contractors who do work (for example) at Bromsgrove District Council's events to adhere to minimum operating standards associated with the relevant regulation of their activity and hold a Licence Performing Animals registration (England, Scotland and Wales), Public Liability Insurance and an appropriate risk assessment. Bromsgrove District Council is aware in the background that such contractors are subject to scrutiny and regulation under the supervision of bodies such as DEFRA and the Animal Health and Veterinary Laboratories Agency.

5.0 Policy Application

The normal operating procedure for the hiring of Bromsgrove District Council's land and premises for event purposes requires customers (hirers) to accept a terms and conditions form and sign a contract committing themselves to those terms and conditions before making a payment to the Bromsgrove District Council and carrying out their activity on Bromsgrove District Council's land or premises. Without a signed agreement being in the possession of Bromsgrove District Council 28 days prior to a proposed event, permission to hire will not be granted.

The current terms and conditions for the hire of Bromsgrove District Council's land or premises already stipulate the following at 6.22

The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals or fish are, or might be involved as prizes or for sale.

This clause will be retained and an additional clause will be integrated that applies the performing animals element of the policy. That clause will say the following:

6.23 The Hirer will not allow at the Event any exhibition, performance or entertainment in which animals are made to perform.

This process will be monitored on an ongoing basis. No prospective hirer will carry out an activity on Bromsgrove District Council land without prior permission and having signed up to Bromsgrove District Council's terms and conditions.

Officers of Bromsgrove District Council will spot check and inspect for appropriate implementation of Bromsgrove District Council's policy and ensure hirers are aware of their obligations at the following stages in the process:

- Initial telephone or online contact between hirer and Bromsgrove District Council's event team.
- Terms and conditions of hire clearly communicated with prospective hirer in writing.
- Hirer signs up to terms and conditions and contract of hire of premises.
- Deposit held by Bromsgrove District Council in event of breach of contract.
- Conditions of hire stipulated at on site planning stage with hirer.
- Conditions of hire stipulated on day of hire

6.0 Raising awareness of the policy

In order to promote awareness of this policy signage will be placed on Bromsgrove District Council land to make clear to hirers their obligations under their contract and Bromsgrove District Council's terms and conditions. Specific examples of relevant sites include (but not exhaustively) Sanders Park and Bromsgrove Recreation Ground.

All prospective hirers must liaise with officers at online and telephone, contract exchange, and onsite planning stage whereby the policy is confirmed in writing and face to face. There is a cross departmental process in place to raise awareness of this policy through the communications team, and in partnership with relevant agencies (e.g. WRS, Local forums, Bromsgrove LSP, Bromsgrove Community Safety Partnership).

7.0 Review

This policy will be reviewed six months after adoption. This review will be with the Portfolio Holder for Leisure and Cultural Services, Head of Service for Leisure and Cultural Services and the Manager for the Events service.

An annual review meeting will be held each year between January and February with the Portfolio Holder for Leisure and Cultural Services, Head of Service for Leisure and Cultural Services and the Manager for the Events service. All amendments will be implemented by March 31st of each year.

8.0 Breach of policy

Bromsgrove District Council will retain the financial deposit by hirers in the event of a breach of contract.

The hirer will be instructed to remove the offending element immediately.

Post events, any relevant membership organisation (e.g. the Showmen's Guild of Great Britain) that the hirer is affiliated to will be copied into all correspondence in order to ensure that the concern is formally understood. The Events service also insists on seeing an acknowledgement of our formal correspondence.

9.0 Dispute resolution

If a dispute arises between Bromsgrove District Council and hirer in connection to this Policy and the clauses within Bromsgrove District Council's terms and conditions of hire, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussions with the Manager of the Events Team.

If a dispute is not resolved within 14 days of referral then either party may refer it to the Head of Services for Leisure and Cultural Services who shall meet for discussions within 14 days or longer as the parties may agree.

A dispute not resolved in accordance with above shall next be referred to the Chief Executive Officer or appropriate nominated officer at the request of either party within 14 days of one party requesting mediation. This decision will be final.

10.0 Access Issues

Bromsgrove District Council is fully aware of language barriers being an issue for some of our hirers. Bromsgrove District Council therefore puts measures in place to ensure that ignorance of the fact cannot be levelled at Bromsgrove District Council as an excuse for not being aware of this Policy and associated terms and conditions.

On the day of each event and on the day of receiving signed contracts, Officers will talk personally to the hirers and we ensure that all obligations are fully understood.

Contact details and further enquiries

All queries in relation to this policy are to be directed to :

Arts, Events and Museums Manager
Redditch Borough and Bromsgrove District Councils
Redditch Town Hall
Walter Stranz Square
Redditch
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