

Appendix 10: Event Policy Framework

General Context

The focus of operational policy governing management of heritage sites generally is primarily one of **conservation, protection, management and presentation** of the sites in their own right, with the objective of increasing public awareness of the National Built Heritage in OPW care. At National Historic Properties, a particular focus is on landscape horticulture, arboriculture, biodiversity, architecture, archaeology, heritage, culture, conservation and environmental awareness, as well as its management in relation to heritage values. In this context, however, the value of **appropriate** events in creating greater public awareness of our national built heritage, in attracting a more diverse audience and bringing added value to the management ethos, is fully recognised.

It should be noted that the **Phoenix Park** is a historic landscape of international importance and is one of the largest designed landscapes in any European city and that the Park is included in the Record of Monument and Places (RMP) of County Dublin in the National Monuments Amendment Act of 1994. The entire Park is listed in the RMP under the umbrella term **Archaeological Complex**.

Care is taken however not to exceed the 'carrying capacity' in relation to any specific events. Saturation point has already been reached in relation to the number of overall events held in the Phoenix Park. The use of a national monument or recognisable feature by a commercial group should be avoided.

The seasonal timing of events is crucial and time allowed for grass recovery is essential. Given that most of our sites are grass based, damage may occur given the rigors of the Irish climate and soil conditions. This has serious implications with regard to the presentation of these landscapes to the public in the following days, weeks and in some cases months after the event.

No events will be considered which could put at risk the fabric of the property, the monuments, plant collections, grasslands etc or seriously interfere with general public access to and use of the property. The range of events is extensive and the Commissioners are conscious that a careful balance has to be maintained between the competing demands of events/activities on the one hand and protection of the heritage, environment and ethos, on the other hand.

A wide variety of Events, Performances, Activities, that may bring added appreciation of historic properties and which meet at least two of the following elements, shall be eligible for consideration: Heritage awareness, Conservation, History, Education, Exhibitions - Art/Sculpture, Culture, Music Performance, Horticulture, Food Promotion, Arts & Crafts, Environment, Biodiversity, appropriate Outdoor Pursuits and Recreation.

Conditions

1. **Number of events:** Events on parkland will be permitted between the **1st May and 30th September** so as to protect the amenity. A minimum of one month is recommended between major events to permit recovery of the grass. Also it is recommended that no events be permitted every fourth year so as to allow the parkland to recover. An annual process of soliciting events will be undertaken.
2. **Large scale events:** In light of the foregoing and to minimise impact on users of the Park, commercial events / concerts with a maximum audience capacity of 2,000 to 10,000, staged in a marquee, shall be permitted in the Visitor Centre area of the Phoenix Park during the period **1st May to 30 September** in any given year. The carrying capacity of the site will limit the number attending the event and the number of events on any one site. The Phoenix Park will facilitate a maximum of 4 events in any one season as outlined above and in keeping within the Phoenix Park Act 1925. Only one major/medium event permitted per day per site.

3. **Large-scale free concerts:** Applications for use of the Phoenix Park for one such event annually, with an audience capacity up to 50,000, shall be eligible for consideration.
4. **State events:** The Commissioners, on behalf of the State, shall arrange major public events in the property from time to time, as the need arises. State events shall take priority over all other events. The Commissioners shall continue to arrange smaller scale events at built heritage sites, as deemed to be appropriate.
5. **Medium and small-scale events:** Given that saturation has been reached in a number of locations, priority will be given to those events, which have been a traditional feature of the property. School, charity and local community events shall continue to be eligible for consideration where appropriate to the property.
6. **Public standing:** Event organisers may require endorsement (written and / or financial) that the event proposal is viable.
7. **Criteria of appropriateness:** Event organiser proposing to hold an event must demonstrate how such an event is relevant or appropriate to the site.
8. **Allocation of exhibition, performance and event spaces:** Management reserves the right to direct which spaces may or may not be used for such purposes, as well as the timing and duration of interventions. In the Phoenix Park the spaces include, the area around the Phoenix Park Visitor Centre for exhibitions and major concerts, appropriate events or circuses (no animals), the gallery space at the Visitor Centre for exhibitions, the bandstand in the People's Gardens for small scale musical performances.
9. The **Phoenix Park** is Ireland's premier National Historic Park and is open to the public seven days a week on a year round basis. It is also a designed and natural landscape of great fragility and importance, which OPW maintains and protects. The OPW's core objectives in managing the Park are defined by these complementary aims. These objectives take precedence over any artistic or commercial intervention or event and all such interventions or events must be capable of functioning in a way that does not unduly conflict with or compromise this service.
10. For **commercial events** a fee will be charged by the OPW. In all cases where the OPW act as facilitator of events all costs associated with the production/event will be borne by the event organisers. This includes any consequential costs for OPW staff required being on site for supervisory and health and safety purposes, and all costs associated with the production, launch and promotion of an event.
11. **Access and restrictions.** If the event organiser is afforded access to the site for the purpose of installing or preparing work, they will be required to operate in a way that is compatible with our normal visitor services and causes no substantial disruption to them. Closure or restriction of services to the public can only be considered in exceptional circumstances. Once terms and conditions are agreed, it shall be the event organiser's duty to ensure that the terms and conditions are complied with. Access for commercial vehicles will be by the Parkgate Street and NCR gates only for the Phoenix Park.
12. A designated member of the OPW staff (usually the Park Superintendent or her authorised representatives) will act as liaison person with the event organiser. It is the event organiser's responsibility to liaise effectively with this representative to ensure that set ups, openings, performances, events and site clearances are carried out without undue conflict with the normal visitor services and in conformity with agreed terms. Any concerns raised with the event organiser by the designated staff member should be dealt with immediately. In the event of OPW management not being satisfied that agreed terms and conditions are being met with, it reserves the right to halt the event until they are resolved. In the case of serious or persistent non-co-operation, OPW management reserves the right to change any arrangements for an event at any time or to cancel an event without notice and without incurring any liability for any claim of compensation from any individual or group.
13. **Event promotion:** The promotion of any event that has been given permission to be held at the sites must be agreed in advance with the OPW.
14. **Health and safety:** All events will be required to conform wholly with health and safety regulations as generally required by law and as directed by the OPW staff and other agencies responsible in this field, e.g. local authorities, An Garda Síochána. All individuals and groups must produce in advance a copy of their Safety Statement, Event Safety Management Plan, and a site specific Risk Assessment for the event proposed.

15. **Conservation and protection of the site.** As an historic property, the Phoenix Park is subject to rigorous standards. No structural alteration or interference with the fabric of any buildings is permitted. No interventions regarding soil disturbance, fire lighting, erection of temporary structures etc. is permitted on the site without permission in writing of the Park Superintendent or her authorised representatives. The Park is also a haven for nature and all events should be organised in such a fashion as to minimise the impact on the flora and fauna of the Park.
16. **Openings and launches:** The OPW reserves the right, following discussion with the event organiser to invite a limited number of guests to the official opening/exhibition or event.
17. **Storage and removal of items:** Storage of materials on site in advance of an event will be at the discretion and direction of management. At the conclusion of an event the organiser must ensure that all materials are removed from the site within a designated number of days as agreed with the OPW.
18. Applications shall be subject to:-
- Compliance in full with the provisions of the relevant legislation governing the particular site. (**Phoenix Park Act 1925** (section 4 in particular) **and the Phoenix Park Bye Laws 1926.**)
 - Compliance in full, where required by law, with **Section 16 of the Planning and Development Act 2001.**
 - Compliance in full with the provisions of the Event Policy Framework Document.
 - Lodgement of a **non-refundable fee** for securing the site on receipt of approval by OPW to host event. This fee must be paid within 14 days. Non-compliance of payment will result in permission being withdrawn.
 - Full Public Liability Insurance cover.
 - An Indemnity, indemnifying the Minister, the Commissioners and the State against all claims as may arise from the grant of a Licence.
 - A refundable bond in respect of damage to the Property.
 - A refundable bond in respect of penalties for breach of conditions.
 - Compliance with the following documentation:-
 - An **Event Safety Management Plan**, 3 sets of all documents/drawings to be submitted and include the following:-
 - **Details of the Event proposed;**
 - **Details of organisation/company/competencies/Police Certificate of Character;**
 - **Details of Charity/Commercial Nature of event with Financial Statement, etc.;**
 - **Names and responsibilities of the event controller, event safety officer and their deputies, etc.;**
 - **Draft site emergency plan;**
 - **Draft traffic management plan;**
 - **Draft safety strategy statement;**
 - **Draft environmental monitoring programme;**
 - **Risk Assessment of Site/Course/Event;**
 - **Evidence of public consultation;**
 - **Draft Set-up and Take-down schedule;**
 - **Provision for making good of any damage to the Park (including flora and fauna);**
 - **Child Protection Policy.**
 - Close consultation by the Promoter or Event organiser with the OPW, the Garda Authorities, Dublin City Council and other relevant statutory bodies, together with compliance in full with the requirements of these bodies.

19. **Ticketing:** Where ticketing for an event is necessary, especially in the case of large-scale events, the Promoter or Event organiser shall arrange for the bulk of tickets (at least 80%) to be sold or distributed well in advance of an event.
20. **Loss of business:** Where it can be established that arising from the staging of an event, business operations in the Park suffers loss of income, the Promoter or Event organiser shall be liable for such loss.
21. **Application charges and fees:** A schedule of fees for events, together with a schedule of application charges, all of which shall be subject to regular review, will apply.
22. **Charges on concessions at events:** In respect of commercial events, the Commissioners reserve the right to impose charges (to be decided by the Commissioners) on concessions e.g. bar, catering, merchandising.
 - The Promoter or Event organiser must obtain the prior formal approval of the Commissioners in writing in respect of all concessions/traders deployed for an event.
 - The Promoter or Event organiser shall be responsible for ensuring that only authorised concessions/traders operate in the Park on the day of the event.
 - The Promoter or Event organiser must ensure that all traders, duly authorised for an event by the Commissioners, are issued with appropriate accreditation, so that they can be readily identified.
23. **Other charges.** Refundable bonds in respect of potential damage to the Property and breaches of the overall terms and conditions governing an event **must** be lodged with the Commissioners at least three full calendar months, at the latest, prior to date of the proposed event. Any costs incurred by the OPW with regard to the event will be invoiced and deducted from the bond.
24. **Applications - terms and conditions:** In the interests of public safety and protection of the property, monuments, flora and fauna of the property, Promoters or Event managers will be bound by strict terms and conditions in organising events.
25. **Decision on proposals:** Each proposal, eligible for consideration under the provisions of the Operational Policy Framework Document, will be assessed on its merits and the final decision will be at the sole discretion of the Commissioners of Public Works. The Commissioners will be under no obligation to accept any proposal under the individual headings.