



# Special events

Managing the risks when hosting public events



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# Identify and mitigate the risks of hosting public events

Ports and their environs are frequently used to host events unconnected with normal operations. This StopLoss considers the potential risks that could arise and provides clear risk mitigation strategies.

## The Issues

Events range from open days, maritime exhibitions and guided tours to trade shows, sporting events, beach cleans and pop-up festivals.

In this context many of these events will be held in or around the working port area, others may be held elsewhere but still on port-owned land, for instance, old disused berths or quays in town centre locations.

Whatever the event or initiative; everybody involved will naturally want it to be a success and ensure that the public will enjoy it in safety and comfort.

## The Law – Occupier’s Liability Act 1957

### *In tort*

An occupier (not necessarily the legal owner) owes a tortious ‘common law duty of care’ to any visitor invited into their land.

### *In contract*

The occupier cannot limit or restrict its duty of care under contract simply because visitors don’t pay or are not expressly a party to the contract.

## What is my duty?

The common duty of care is a duty to take such care as in all the circumstances of the case is reasonable to see that the visitor will be reasonably safe in using the premises for the purposes for which he is invited or permitted by the occupier to be there.

## Safety

Public safety is of the greatest importance and the emphasis upon safety on premises has never been so acute.

As referred to above, the question of reasonable care in all circumstances can



be broken down into actions for an occupier that should be taken on every occasion.

There are some obvious steps that can easily be taken to ensure safety:

### Appointed person

Consideration should be given to the appointment of an appropriate and competent person with experience of dealing with such events to oversee all of the arrangements. The individual ideally will be empowered with sufficient authority to make key decisions and intervene to make changes where appropriate.

### Risk Assessments

You should arrange your own risk assessments, in conjunction with officers responsible for public safety from the local authority, police force or fire service as well as with the promoters, to identify potential hazards.

### Hazard avoidance

All hazards must be removed or made safe, for instance by erecting temporary

barriers. If the promoter needs a license from a local authority to hold an event on your land they must obtain it and provide you a copy. Both you and the promoter must comply absolutely with all the conditions within the permit.

### Licensing

Whilst it may be the promoter’s responsibility to provide adequate numbers of trained marshals, you will need to liaise with them to ensure that they have a clear understanding of the physical boundaries of the site and any particular unavoidable hazards (such as unfenced quaysides and deep water). If you have your own port Police force, they should be involved in all discussions and in checking overall security.

### Collaboration and Information sharing with promoters

It is absolutely essential that to ensure that risks are properly mitigated, adequate coordination between the promoter of an event and the occupier has been established. This may mean combined assessments, minuted discussions, site walks, checks and security agreements.

## Security

**Screening** – You must agree with the promoters or organisers of the event who will be responsible for any screening of people entering the venue, including performers, back-stage personnel and outside contractors. Normally this will be the promoter's responsibility but you must satisfy yourself that the proposed checks are sufficient to ensure that the security of your facility is maintained.

**Cordoning** – You will want to ensure certain areas of the venue are not available for public access. This will be predicated on the meetings that take place between the occupier and the promoter combined with security discussions and signage.

### Agreements with third parties

Contracts with third parties suppliers – such as promoters, security providers, stall providers, hygiene and bathroom suppliers, will all require agreements that are set out in writing which clearly delineate at which point responsibility for a particular area or item moves from the occupier to the contractor.

It is recommended to undertake due diligence checks of any third party to satisfy yourself that they are credible, financially viable and have a good safety record.

As with all other operational agreements, you must have a clear understanding with the promoter at the outset of discussions about what they intend to do, what they are to provide, what they

require from you and who will be responsible for what.

The port authority/operator should insist that the promoter takes full responsibility for all the activities on the area they are using, although you must retain the right to intervene if you feel your own activities will be affected, or if you feel the promoter is not taking necessary steps to avoid loss or injury.

### Insurance

Your insurance cover may not automatically include your liability arising out of the staging of public events. It is prudent to discuss your requirements with your liability insurer in the early stages of planning. Policy extensions can be agreed but you must discuss your requirements with your insurers as soon as possible. Your broker will be able to advise and assist you.

Your insurers will normally expect that the promoter or organiser of the event has his own public liability insurance of at least USD 5 million (or equivalent in your currency). This is a minimum amount, and larger limits may be required depending on the size of the event. Other contractors, such as companies involved in erecting temporary structures, (stages, grandstands etc) must also have their own liability cover with similar limits.

The contract with the promoter must set out the minimum liability insurance that they must have and you must obtain independent confirmation that the policy is in place before allowing any work to take place on the site.

## Check list

### Pre-event

- Assessment
- Training
- Identify needs
- Appoint persons of responsibility
- Hazard recognition
- Develop a crisis management plan

### The event

- Scope
- Areas to be used/accessed
- Number of attendees
- Demographic of attendees
- Responsibilities

### Due diligence on all third parties

- Financial
- Credibility
- Capability/qualified
- Safety record
- Insurance provisions

### Equipment, stands and structures

- Maintenance records
- Sound working order
- Erected correctly by qualified competent personnel
- Fit for purpose

### Risk assessments

- Fire (with the local authorities)
- Emergency evacuation (with local authorities)
- Policing requirements
- Medical provisions and requirements
- Weather
- Operational (business impact)
- Access and egress from the site
- General identification of potential hazards



**Acknowledgements**

The information contained in this StopLoss briefing has been formulated from the TT Club's experience. However, the Club would also like to thank Thomas Miller Law for their assistance in the drafting of this briefing.

**StopLoss series**

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