

HIRE OF PARKS AND OPEN SPACES TERMS AND CONDITIONS

This is a legal document. By completing the '**Park hire application form**' you agree to keep to these terms and conditions. Failure to comply may result in your deposit being held or other action being taken. Action could be taken against you if you break these conditions and you will lose any deposit or be fined. Further applications in the future may also be refused.

All event organisers are advised to follow the guidance in all relevant sections of the 'The Event Safety Guide' published by the Health and Safety Executive, which can be bought from HSE Books, telephone 0845 345 0055 or www.hsebooks.co.uk. For further information on licensing of events see www.culture.gov.uk.

Insurance

1. You must have public liability insurance for your event, evidence of which must be supplied to the Council. The terms of this insurance should completely indemnify the Council against any claims, demands, losses or liability that may result from the Hirer's use of this site (except where personal injury or death is caused by the Council's negligence).
2. A minimum cover of £5,000,000 public liability insurance must be in place. You will need to send a copy of the certificate or cover note to the Council no later than 28 days before the event, **it is your responsibility to do this**. If you do not obtain suitable insurance and send a copy to the Council by this date, the event will be cancelled. You will be advised if you are required to obtain higher levels or additional insurances.

Site, safety and security

3. You will be responsible for ensuring that your event proceeds smoothly and safely, and does not reasonably interfere with other users of the site, neighbours or local traffic.
4. You must layout the site to allow for easy access and evacuation in the event of an emergency. You should prepare a safety plan to explain how you would deal with an emergency, naming the responsible person who would call the emergency services.
5. The hirer must present the Council, no later than 28 days prior to the event, with a full risk assessment, site layout and safety plan (to include evacuation procedures). You must designate one person who is responsible for site management and will hold all the relevant safety documents.
6. The hirer must present the Council, no later than 28 days prior to the event, with a full security plan to include details of security/stewarding personnel to be used and the key locations marked on a plan. Please confirm if you are using a SIA registered security firm and confirm positions of door supervisor licence holders where required.
7. You must fence off any machinery including electrical equipment and especially generators, locating them at a safe distance from any tents, sideshows, other vehicles, etc. You need to ensure there is no risk of electric shock or fire. A competent person must oversee machinery, generators and electrical installations. The appropriate earthing and residual current devices must protect electrical circuits. Cable must not be run along the ground in areas of public access.
8. A qualified contractor must carry out all electrical work and any equipment that may present a danger to the public should be fenced off (or otherwise contained) and should display suitable warning signs.
9. All cables must be flown at a minimum of 3.5 metres high from the ground in pedestrian areas and 5.3 metres in areas where there is vehicle access.
10. You must not let off fireworks except where the Council has given permission for an organised display.
11. You must not light fire or barbecues on the site, unless previously agreed with the Council.
12. You must not damage the ground, fences, trees, shrubs, flowerbeds or buildings on the site. Nothing heavy should be parked or placed on any tree roots. If damage occurs you will have to pay the full cost of the Council making repairs.
13. You cannot bring vehicles onto the site, unless authorised by the Council. If authority has been given you must only bring on the number and type of vehicles that has been agreed. If the ground is wet permission may be withdrawn. On some sites you may be issued with keys for access. If so, you become responsible for locking the gates and agree to indemnify the Council against losses, liabilities or damage that the site or Council incur as a result of any gates being left unlocked.

14. You cannot make any charge for entry to the site or car parking unless authorised by the Council.
15. The hirer must provide adequate facilities for refuse disposal. You must leave the site clean and tidy at the end of your event, and clear all litter away from the site. If you do not, the Council will charge you for the cost of this work.
16. You may display posters and banners advertising your event on any fencing or railings around the event site for up to 21 days before the event. You must take them down no later than 3 days after the event has closed. You must not 'fly post' (i.e. display posters or banners on any lamp-post, street railings, shop windows, etc or anything else which the Council deems to be 'fly posting') or you will be fined up to 100% of the deposit. The Council reserves the right to require you to modify the content of or replace your posters and banners at your cost if the Council at its sole discretion considers them unsuitable for public display.
17. You cannot bring a funfair or funfair rides onto the site without the Council's permission. A separate leaflet giving details is available from the Council.
18. Unless otherwise authorised by the Council, you must keep to the site bylaws.
19. If any equipment or infrastructure or item is left on site overnight or otherwise unattended, this will be entirely at the hirer's risk and the Council will not be responsible for any loss or damage that may occur. The hirer is responsible for adequately securing the site to their satisfaction.

Licensing and environmental health

20. A licence is necessary for some forms of public entertainment and this will be assessed on receipt of your application. You must not sell alcoholic drinks or carry out any other licensable activities unless authorised by the Council (see www.culture.gov.uk for details).
21. If a Temporary Event Notice (TEN) is required you will be asked to apply directly to the Licensing Authorities and you must supply a copy of the TEN to the Council, prior to the event. In the case of your event requiring either a TEN or premises licence, the conditions of the licence must be adhered to at all times. A period of consultation may also be needed and so park hire applications must be received ten weeks prior to the event date to allow sufficient time for a public hearing (if required).
22. If the event involves public performances and/or broadcast of musical works, the event organiser will be responsible for applying for a Performing Right Society (PRS) licence and adhering to the terms and conditions set out by the PRS (see www.prs.co.uk or call 0845 300 6033 for further details).
23. The LAeq noise level from amplified and non-amplified music and speech must not exceed the LA90 background level at any agreed perimeter of the site by more than 10dB. If requested by any of the relevant responsible authorities (or a member of staff from the Parks, Countryside and Events Service) you must switch off or turn down the noise level immediately and/or take any other noise control measures as necessary.
24. You must supply the Council, not less than 21 days before the event, with the details of any caterers that will be present.
25. Strict compliance with the Food and Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995 is required from the hirer and any caterers, staff, agents or other persons on site.
26. For all events you must provide temporary toilet facilities as agreed by the Council.
27. You must not bring animals onto the site for purposes of entertainment, or give them away as prizes, unless you have the Council's prior permission. If given, such permission will only be for animals that are domesticated or working animals in their country of origin. Permission will not be given for wild animals, including rehabilitated individuals, or captive birds of prey.
28. You must follow the procedures and rules for a dog show, if applicable. Contact the Council's Licensing Section on 020 8825 8468 for details.
29. A qualified first aider must be on site at all times activities are in progress. The Festivals and Events team will be able to advise you on the number and level of qualifications required for your event.

Bookings and payment

30. All bookings must be made using the 'Hire of Parks & Open Spaces Application Form'.
31. Once your application has been agreed, you will be sent a contract and an invoice.
32. Payment must be cleared before the date of hire otherwise the event may be cancelled.
33. If the hirer cancels the booking less than two weeks before the date of hire 100% of the hire charges will be retained. Cancellation anytime between booking and two weeks prior to the event will be subject to a 50% cancellation fee.
34. If payment has not been received and cleared by the hire date the park will not be made available to hire.

General

35. You must not use any designated sports pitches unless these have been hired through the Council's Sports Booking Section.
36. You must comply with all instructions given by the Council's representatives and special condition shown on the confirmation letter.
37. Hirers must be 18 years of age or over.
38. Upon issue of the invoice and thereafter until the conclusion of the hire and ongoing obligations related to the hire, the hirer (and any staff or agents) shall be bound to comply with these terms and conditions of hire.
39. If you break any of these conditions your hire will be cancelled and will be subject to the charges set out in clause 33 above.