

HIRE OF PARKS AND OPEN SPACES TERMS AND CONDITIONS

Please Note:

- These terms and conditions apply to those wishing to Hire Council Owned and Managed Land, in particular those wishing to hold an 'Event' on such land.
- These terms and conditions do not apply to those wishing to hold Fitness Training Sessions, Funfair/Circus Operators or those wishing to hire sports pitches in the London Borough of Ealing (LBE). For more information relating to these activities please visit the Council website (www.ealing.gov.uk) or contact the LBE Festivals and Events team by email: events@ealing.gov.uk, or by phone: 0208 825 6640.
- Please also refer to the Council's associated Hire of Council Owned and Managed Land; 'Application Form'; 'Supplementary Information Guidance'; and 'Fees and Charges' documents.

Definitions:

In these terms and conditions the following terms shall have the following meanings:

"Agreement" means these terms and conditions together with the Hirer's completed Application Form, Supplementary Information and the Final Approval.

"Application Form" means the 'Hire of Council Owned and Managed Land - Application Form', to which these terms & conditions are attached.

"Council" means the London Borough of Ealing

"Event" The Council considers an activity in a park or open space to be an event if the organiser has invited others (open invitation or private) to attend, either as spectators or participants, and at least one of the following statements is true:

- The organiser or attendees bring any level of infrastructure into the park including tables, chairs and gazebos.
- There will be 50 people or greater present.
- The activity is intended to promote a product, organisation, business etc.
- The organiser intends to restrict access to an area within the park or open space.
- The organiser or attendees are attempting to raise funds or generate profit from the activity
- Where activities are proposed (licensable or other) which may constitute an event (at the discretion of the LBE Festivals and Events team). The term shall also encompass any 'activities' taking place at the main 'Event' during the Hire Period.

"Final Approval" means that formal written consent for the Hire to proceed has been issued by the Council, in the form of a 'Final Approval Letter'.

"Hirer" means the individual or organisation responsible for the hire, as named on the Application Form.

"Hire Fee" means the fee payable by the Hirer, under the Agreement.

"Hire Period" means the period during which the agreed hire will begin and end, where the Hirer shall be bound to comply with these terms and conditions.

"Infrastructure" means any physical structures or equipment.

"LBE Festivals and Events" means the Council's Festivals and Events service.

"Site" means the LBE Park, Open Space or Highway, or designated areas within a Park or Open Space or on the Highway, as specified on the Application Form, or otherwise agreed in writing between the Hirer and the Council.

"Supplementary Information" refers to the additional information to support the 'Application', as defined in section 6 of the Application Form.

“Supplier” means any company or individual(s) engaged by the Hirer to perform any duties or activities at the Event, to include any employee, contractor (sub-contractor) or agent of the Hirer. To clarify, this will include any artists, traders, concessions, service providers, production suppliers.

1. APPLICATION AND APPROVAL

- 1.1 In order for the Council to consider an application for approval, the Hirer must complete and submit an Application Form and supply Supplementary Information.
- 1.2 The Council shall require as much Supplementary Information as they consider necessary to enable them to properly consider the Application, and further information may be sought from the Hirer at any stage. As a minimum, the Supplementary Information must include the essential information as detailed in section 6 of the Application Form.
- 1.3 The completed Application Form together must be submitted in accordance with the timescales below:

Type of Application	Timescale
Small Events – less than 500 people attending.	At least 10 weeks
Medium Events – less than 5000 people attending.	At least 10 weeks
Large Events – less than 10,000 people attending.	At least 26 weeks
Special Events – more than 10,000 people attending or at a premium venue.	At least 26 weeks
Events that require a Premises Licence	At least 26 weeks

- 1.4 The Council shall be under no obligation to accept an application from a Hirer.
- 1.5 The Hirer will ensure that all information included in the Application Form at the time of making the Application is correct, and shall ensure that any subsequent changes to such information during the application process and where applicable during the Hire Period are communicated immediately to the Council for consideration.
- 1.6 The Hirer is required to inform LBE Festivals and Events at the time of application, or otherwise in writing, about all Event activities (sections 2, 4 and 5 of the Application Form) and Infrastructure and vehicles (section 3 of the Application Form), proposed to take place on, or be brought to the Site as the case may be.
- 1.7 The Hirer acknowledges that it has read and understood the Application Form and can offer its assurances accordingly.
- 1.8 The Council will give its approval for the Event to proceed at the Site by issuing a formal letter to the Hirer ‘Final Approval Letter’. The Hirer must hold a copy of the Final Approval Letter whilst on Site during the Hire Period.
- 1.9 The Hirer does not have automatic priority over the use of any designated sports pitches at the Site, unless the appropriate bookings have been made with the Council.

2. HIRER’S OBLIGATIONS

- 2.1 The Hirer shall, and shall ensure that its Supplier(s), employees or agents shall, at all times exercise the rights and duties under the Agreement in a proper and responsible way, and ensure that the Event proceeds smoothly and safely, and does not interfere with other users of the Site, neighbours or local traffic.
- 2.2 The Hirer shall, and shall ensure that its Supplier(s), observe and perform all reasonable requirements of the Council relating to the Agreement.
- 2.3 The Hirer shall utilise the Site in such a way as to allow for easy access and evacuation in the event of an emergency.
- 2.4 The Hirer must confirm to the Council, and supply evidence upon request, that all Supplier(s) are properly qualified to carry out the proposed activities in relation to the Event.
- 2.5 The Hirer will report any incidents, accidents or health and safety issues to LBE Festivals and Events as soon as is reasonably practicable and complete accident/incident forms as required.

- 2.6 The Hirer shall not affix or install any equipment or Infrastructure at the Site unless permitted to do so by the Council. Any equipment or Infrastructure used must be removed at the end of the Hire Period. The Hirer shall ensure that its activities, Infrastructure or equipment used, shall not cause damage to the ground, buildings, fences, furniture, plants or wildlife on the Site. If damage occurs, the Hirer will be liable to the Council for the full cost of any repairs or reinstatement works.
- 2.7 The Hirer shall adhere to Wildlife and Countryside legislation including The Wildlife and Countryside Act 1981 and The Countryside and Rights of Way Act 2000 (CRoW Act 2000).
- 2.8 The Hirer is not permitted to bring vehicles onto the Site, without the prior written consent of the Council.
- 2.9 Any electrical installations made at the Site must comply with current British standards (to include BS7909 and BS 7671) and the law (Electricity at Work Regulations 1989 and Provision and Use of Work Equipment Regulations 1998 (PAT Testing)).
- 2.10 The Hirer shall ensure that the whole construction process for their event, from concept to completion, complies with the law to ensure projects are carried out in a way that secures health and safety, as governed by Construction (Design and Management) Regulations 2015.
- 2.11 The Hirer shall ensure that suitable visitor and traffic management arrangements are in place to protect members of the public and to minimise disruption to other users of the Site, neighbours or local traffic.
- 2.12 The Hirer shall provide adequate (risk-assessed) medical provision, including first aid cover dependant on the nature of the Event, and in line with current guidance and legislation including The Health and Safety, First-Aid Regulations 1981.
- 2.13 The Hirer is responsible for adequately securing the Site and should not leave the Site unattended during the Hire Period when any equipment or Infrastructure is present onsite.
- 2.14 Where keys are issued by the Council to the Hirer to allow access to a Site, the Hirer will be responsible for locking the gates and shall indemnify the Council against losses, liabilities or damage resulting in failure to lock such gates.
- 2.15 The Hirer shall not permit the public or any person to park any vehicles on the Site during the Hire Period, without the prior written consent of the Council.
- 2.16 The Hirer shall not make any charge for entry to or exit from the Site without the prior written consent of the Council.
- 2.17 The Hirer must not bring a funfair or funfair rides onto the site, without the prior written consent of the Council.
- 2.18 The Hirer must not light any fires (to include but not limited to barbeques) on the Site, without the prior written consent of the Council.
- 2.19 The Hirer must not let off fireworks or pyrotechnics at the Site without the prior written consent of the Council.
- 2.20 The Hirer must remove any equipment any Infrastructure and rubbish from the Site after the Event and leave the Site, at the end of the Hire Period in the same condition as at the commencement of the Hire Period. Failure to comply could result in the Hirer being charged for the costs of any reinstatement required.
- 2.21 The Hirer is not permitted to display any **signage or advertisements** (e.g. by way of posters/banners/flyers or other means) on any part of the Site (to include notice boards, fencing, railings, trees or plants), without the prior written consent of the Council.

The Hirer must make an application for consent by submitting to the Council a 'Signage Plan' (to include but not limited to locations, dates, dimensions, attachment method and visuals) within the application deadlines.

If consent is granted the Hirer may display signage/event advertising at the hired site for up to 21 days before the Event and it must be removed no later than 3 days after the end of the Hire Period. The Hirer must ensure by checking on a daily basis that signage is securely fixed and undamaged.

The Council reserves the right to require the Hirer at its own cost to modify the content of, replace or remove signage, if the Council at its sole discretion considers them unsuitable for public display. Failure to comply will result the Council removing them and then charging reinstatement costs to the Hirer.

The Hirer must obtain all consents necessary including planning consent before displaying any signage or advertisements and shall adhere to regulations under The Town and Country Planning (Control of Advertisements) (England) Regulations 2007 with particular reference to Schedule 2 and 3.

2.22 The Hirer will adhere to the Byelaws relating to Open Spaces in the Borough at all times. These are available by request from the LBE Festivals and Events team.

2.23 The Hirer should follow current guidance and codes of practice, to include 'The Purple Guide' (<http://www.thepurpleguide.co.uk/>) or other appropriate guidance dependant on the nature of the Event.

3. LICENSING AND ENVIRONMENTAL HEALTH

3.1 A licence is necessary for some forms of public entertainment. The Hirer must not sell alcoholic drinks or carry out any other licensable activities unless authorised by the Council or relevant authority to do so (see www.culture.gov.uk for details). Where licensable activities are proposed the Hirer understands that it bears the responsibility for applying to the Council's Licencing Teams, within the required deadlines, to obtain the necessary licences and consents e.g. for Premises Licences, Temporary Event Notices, Street Trading or Occasional Sales Licences.

3.2 If the Event involves public performances and/or broadcast of musical works, the Hirer will be responsible for applying for Performing Right Society (PRS) www.prs.co.uk and/or Phonographic Performance License (PPL) <http://www.ppluk.com> licences as required.

3.3 Where the proposed Event involves music or amplification, or otherwise has the potential to cause noise disturbance, a Noise Management Plan should be supplied to the Council in line with the deadlines stipulated in the Application Form. Where applicable, the Noise Management Plan should adhere to any licence conditions and should follow the guidance of the Code of Practice for Environmental Noise Control from Concerts 1995. If requested by the Council, the Hirer must switch off or turn down the noise level immediately and/or take any other noise control measures as necessary.

3.4 Where a licence is granted to the Hirer to carry out any activity for which a licence is required in relation to the Event, the Hirer must supply a copy to LBE Festivals and Events not less than 28 days prior to the Hire Period commencement date.

3.5 The Hirer is not permitted to bring traders or concessionaires to the Site, unless agreed in writing with the Council. The Hirer will be required to supply the Council the full details of all traders/concessionaires upon request.

3.6 The Hirer and its Suppliers shall comply strictly with all current legislation relevant to the Event including the Food and Safety (General Food Hygiene) Regulations 1985 and the Food Safety (Temperature Control) Regulations 1995, Health and Safety Legislation.

3.7 The Hirer must provide adequate sanitary facilities including temporary toilet facilities at the Site, in accordance with current guidance.

3.8 The Hirer is not permitted to bring animals to the Site, unless specific written permission has been granted by the Council in this respect.

4. ASSESSMENT AND MONITORING

- 4.1 The Council may carry out assessments of the Hirer and/or its Suppliers at mutually agreed times throughout the Hire Period. Unannounced 'spot checks' may also occur throughout the Hire Period and the hirer will be required to facilitate this.
- 4.2 The Hirer may be required to present to the Council details of attendance figures and an analysis of users' profiles i.e. Gender, Age, Disability, Ethnic Origin, Postcode etc.
- 4.3 The Hirer is required to keep a record of any complaints made to it concerning or in connection with the Event or any activity forming part of the Event and must immediately notify LBE Festivals and Events of any such complaint and keep the record of complaints available for inspection.

5. HIRE FEE AND PAYMENT

- 5.1 The Hire Fee payable by the Hirer shall be in line with the 'Hire of Council Owned and Managed Land - Fees and Charges' document included in the application pack. This document and the Council's charging structure will be reviewed annually.
- 5.2 On 'Acceptance' of an Application (see stages of application process) the Hirer will receive written confirmation of the Hire Fees and payment plan and will be required to confirm to the Council if it wishes to proceed with the application on this basis.
- 5.3 Upon the Hirers confirmation to proceed (clause 5.2), Where relevant (usually Large and Special Events or events that require a Premises Licence) 'Invoice 1' for the non-refundable first instalment of the Hire Fee will be issued.
- 5.4 Once 'Conditional Approval' is granted for the Hire to proceed, 'Invoice 2' for the remainder of the Hire Fee and any other applicable charges will be issued.
- 5.5 Payment must be cleared within the terms of the invoice but before the commencement of the Hire Period (whichever is sooner). If payment has not cleared by this time, the Site will not be made available to the Hirer.

6. INSURANCE AND LIABILITY

- 6.1 The Hirer is obliged to maintain public liability insurance in the minimum amount of FIVE MILLION POUNDS (£5,000,000). At the discretion of the Council this amount will be increased dependent on the scale, nature and complexity of the Hire.
- 6.2 The Hirer shall be liable for and indemnify and keep indemnified the Council against all liabilities, damage, costs, losses, claims, demands or proceedings whatsoever, whether in tort or contract or otherwise arising from or in connection with the Agreement, or caused by a breach by the Hirer or its Supplier(s), its employees and agents of the terms and conditions of this Agreement.
- 6.3 The Council accepts no liability to the Hirer, Supplier or to any third party for any costs, claims, damages or losses other than for personal injury or death caused by the Council's negligence.

7. TERMINATION AND CANCELLATION

- 7.1 The Council may revoke the Hirer's permit and terminate this Agreement with immediate effect where the Hirer and/or its Supplier(s):
- a. is in breach of its obligations under this Agreement and, where the breach is capable of remedy, fails to remedy such breach within 7 calendar days of receipt of written notice to remedy the breach;
 - b. becomes incapable for any reason of efficiently performing as a competent and qualified Hirer and/or Supplier;
 - c. acts in any way that is likely to bring the Council into disrepute or damage its reputation or interests.
- 7.2 The Council may terminate this Agreement for convenience by giving seven (7) calendar days written notice.
- 7.3 Where the Council terminates this Agreement under clause 7.1 the Hirer shall not be entitled to receive any refund of the Hire Fee.

- 7.4 Where the Council terminates this Agreement under clause 7.2, the Council shall reimburse the Hire Fee on a pro-rata basis for the remaining duration of the Hire Period.
- 7.5 Should the Hirer wish to cancel the agreement it must notify the Council immediately in writing. In this case:
- **'Invoice 1'** for the first instalment: if the Hirer has confirmed that it would like to proceed with the Application, in response to the Council's 'Acceptance' of the Application:
 - any payment made to the Council will be non-refundable.
 - where the Hirer has given such confirmation but an invoice has not been issued, the first instalment will still be due and owing and the Council will issue its invoice for such payment and the Hirer will be expected to make the payment within the time stipulated in the invoice.
 - **'Invoice 2'** for the remainder of the Hire Fee and any other applicable charges:
 - where payment has been made by the Hirer following issue of Invoice 2 the Hire Fee paid will be non-refundable, if the cancellation notice is received within two weeks of the Hire Period commencement date, or;
 - where the cancellation notice is received two weeks or more of the Hire Period commencement date, a cancellation fee set at 50 percent of the Hire Fee will apply.
 - for the avoidance of doubt, where Invoice 2 has not been issued, the Hirer would be liable for payment of the Hire Fee in full if cancellation occurs within two weeks of the Hire Period commencement date and 50 percent of the Hire Fee if the cancellation notice is received two weeks or more of the Hire Period commencement date.

8. GENERAL PROVISIONS

- 8.1 The Agreement contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Hirer acknowledges that it has not entered into the Agreement in reliance upon any representation by the Council or anyone acting on its behalf.
- 8.2 Pursuant to the Freedom of Information Act 2000 the Council is subject to certain legal obligations in relation to public disclosure of information. The Hirer shall cooperate with and assist the Council with any requests for disclosure which the Council receives under the Freedom of Information Act 2000 which relate to the Agreement.
- 8.3 Nothing in the Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.
- 8.4 Nothing in the Agreement shall fetter the Council in the exercise or discharge of its functions, powers and duties as a local authority (including, without limitation, the power to close all or part of any Park or Open Space either on a permanent or temporary basis).
- 8.5 Nothing in the Agreement shall create any tenancy in favour of the Hirer.
- 8.6 In the event that any dispute arises between the parties in connection with the Agreement, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably between themselves. Disputes remaining unresolved following such endeavours shall, if the parties agree be referred to non-binding mediation. In the event that the parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England.
- 8.7 This Agreement shall be governed by and construed in accordance with English Law and the Council and the Hirer hereby submit to the exclusive jurisdiction of the English Courts.