

These terms and conditions apply to

- The hire of Council owned or managed land, in particular the hire of Parks and Open Spaces land for the purpose of holding an Event.
- The permitted use of Council owned or managed land, in particular the use of sections of Highways Land for the purpose of holding an Event.

These terms and conditions do NOT apply to:

- The permitted use of Council owned or managed land for the purpose of holding an activity, in particular fitness training or small-group activities.
- The use of Council owned or managed Sports Pitches and Grounds

DEFINITIONS

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

“Agreement” means these terms and conditions together with the completed Application Form (including the Supplementary Information), further information and written clarifications and the Approval.

“Applicant” means the individual or organisation as named on the application form, who enters into formal Agreement with the Council upon the Council’s acceptance of the application, who is responsible for the Event on Council owned or managed Land.

“Application Form” means the ‘Events on Council Owned or Managed Land (Park and Street Event) - Application Form’, to which these Terms & Conditions are attached.

“Application Pack” means the documents made available to the Applicant for the purposes of completing and managing the application, and entering into the Agreement with Council upon acceptance of the application which includes but is not limited to;

- Events Policy
- Application Form
- Fees and Charges
- Terms and Conditions
- Application Guidance

“Application Stages” means the stages of the application process which relate to the status of the application as follows:

- **‘Accepted’** means that the initial checks on the application have been carried out, the Fee has been agreed by the Applicant, and the application can be moved to the next stage where more detailed checks are carried out (sometimes described as ‘permission in principle’).
- **‘Declined’** means that the initial checks on the application have been carried out and the application cannot progress and must be declined, reasons for this will be provided.
- **‘Approved’** means that written consent has been issued by the Council to the Applicant for the Event to proceed.

“Attendance” means maximum anticipated daily and/or peak attendance, including staff, visitors and Suppliers, as set out in the Application Form.

“Council” means the Council of the London Borough of Ealing, more specifically the Leisure Service

“Deposit” means the amount payable by the Applicant to the Council (upon request) as security for any damage caused to the Site (or any neighbouring property) by the Applicant, its Suppliers(s) or attendees, during or after the Event Period, or to cover liability arising for the Council resulting from breach of the Agreement by the Applicant.

“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, customers, 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 Events Service).

“Event Period” means the period during which the Event will take place from first arrival to final departure from Site, and as per the dates defined in the Application Form, where the Applicant shall be bound to comply with these Terms and Conditions.

“Events Service” means the Council’s nominated representative or service provider within the Council’s Leisure Service.

“Fee” means the fee payable by the Applicant, under the Agreement and in accordance with the ‘Events on Council Owned and/or Managed Land (Hire of Land and Towpath Permit)’ – ‘Fees and Charges’ document.

“Force Majeure event” any unforeseeable cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake, epidemic or pandemic (including Coronavirus or any other infectious disease), and any disaster, but excluding any industrial dispute relating to the Applicant, its personnel or any subcontractor or Supplier of the Applicant.

“Infrastructure” means any physical structures or equipment.

“Premium Venue” means specific sites as defined in the LBE Events policy.

“Site” means the area of Council owned or managed land to be utilised under the agreement, typically 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, and defined on the site map, or otherwise agreed in writing between the Applicant and the Council.

“Supplementary Information” refers to the additional information to support the Application, as defined in ‘Supplementary Information’ sections of the Application Form, to include Event Management Plans.

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

1. APPLICATION AND APPROVAL

- 1.1 In order for the Council to consider an application for approval, the Applicant 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 Applicant at any stage. As a minimum, the Supplementary Information must include the essential information as requested via 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 (Up to 499 people attending)	At least 10 weeks
Medium events (500 - 4999 people attending)	At least 10 weeks
Large events (5000-9999 people attending)	At least 26 weeks
Major or Special events (More than 10,000 or see policy definitions)	At least 26 weeks

- 1.4 The Council shall be under no obligation to accept an application from an Applicant.
- 1.5 The Agreement shall commence on the date the Council Accepts the Application and shall terminate at the end of the Event Period, unless terminated in accordance with 7.
- 1.6 The Applicant 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 Event Period are communicated immediately in writing to the Event Service in line with Clause 9 of this Agreement for their consideration.
- 1.7 The Applicant is required to inform the Event Service at the time of application, or otherwise in writing, about all Event Content (activities, infrastructure, and vehicles), proposed to take place on, or be brought to the Site as the case may be (via the 'Event content' section of the Application Form). Any event content which is not included in event content section of the Application Form will not be considered as part of the Application, unless agreed with the Council in writing.
- 1.8 The Applicant acknowledges that it has read and understood the Application Form of which these Terms & Conditions form part, and it has had an opportunity to carry out a thorough due diligence exercise, including the opportunity to take any appropriate independent legal or financial advice prior to entering into the Agreement.
- 1.9 The Applicant may, at their own risk, sell tickets for the Event or advertise the Event before this Agreement been approved and shall be solely responsible for any losses if the Event does not go ahead.
- 1.10 The Applicant 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. APPLICANTS OBLIGATIONS

- 2.1 The Applicant agrees that it has examined all information, conditions and specifications of the Site and is satisfied that the Site is suitable for the Event. Where further information relating to the Site is required e.g., utility plans, it is the Applicants responsibility to request or source such information.
- 2.2 The Applicant shall conduct a health and safety risk assessment and shall supply a copy to the Event Service within the required application deadlines.
- 2.3 The Applicant 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.
- 2.4 The Applicant shall, and shall ensure that its Supplier(s), observe and perform all reasonable requirements of the Council relating to the Agreement. The Applicant shall, and shall ensure that its Supplier(s), have adequate arrangements in place for the protection of children and vulnerable people in accordance with the current legislation including the Children Act 1989/2004, the Child Protection Act 199/2004, Keeping Children Safe in Education and the London Child Protection Procedures. Where applicable, this shall be demonstrated through the provision of a safe-guarding minors and vulnerable persons policy/statement as part of the Supplementary Information submission. Children's entertainers and Suppliers will hold the necessary DBS (Disclosure and Barring Service) and Public Liability Insurance.
- 2.5 The Applicant shall utilise the Site in such a way as to allow for easy access and evacuation in the event of an emergency.
- 2.6 The Applicant 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.
- 2.7 The Applicant is required to keep a record of any accidents or incidents that may occur at or in connection with the Event or any activity forming part of the Event, the record of accidents and incidents should be made available to the Events Service upon request. Additionally, the Applicant must immediately notify the Events Service of any significant accidents or incidents including any that are reportable under RIDDOR (Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013).
- 2.8 The Applicant 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 Event Period. The Applicant 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 Applicant will be liable to the Council for the full cost of any repairs or reinstatement works.
- 2.9 The Applicant 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).
- 2.10 The Applicant is not permitted to bring vehicles onto the Site, without the prior written consent of the Council.
- 2.11 Any electrical installations made at the Site must comply with current British standards (to include BS7909 and BS7671) and the law (Electricity at Work Regulations 1989 and Provision and Use of Work Equipment Regulations 1998 (PAT Testing)).
- 2.12 The Applicant must implement and maintain adequate fire precautions in accordance with the Fire Precautions Act 1975.

- 2.13 The Applicant 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.
- 2.14 The Applicant 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.
- 2.15 The Applicant 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.
- 2.16 The Applicant is responsible for adequately securing the Site and should not leave the Site unattended during the Event Period when any equipment or Infrastructure is present onsite.
- 2.17 Where keys are issued by the Council to the Applicant to allow access to a Site, the Applicant will be responsible for locking the gates and shall indemnify the Council against losses, liabilities or damage resulting in failure to lock such gates.
- 2.18 The Applicant shall not permit the public or any person to park any vehicles on the Site during the Event Period, without the prior written consent of the Council.
- 2.19 The Applicant shall not make any charge for entry to or exit from the Site without the prior written consent of the Council.
- 2.20 The Applicant must not bring a funfair or funfair rides onto the site, without the prior written consent of the Council.
- 2.21 The Applicant must not light any fires (to include but not limited to barbeques) on the Site, without the prior written consent of the Council.
- 2.22 The Applicant must not let off fireworks or pyrotechnics at the Site without the prior written consent of the Council.
- 2.23 The Applicant must remove any equipment, Infrastructure and rubbish from the Site after the Event and leave the Site, at the end of the Event Period in the same condition as at the commencement of the Event Period. Failure to comply will result in the Applicant being charged for the costs of any reinstatement or clearance required.
- 2.24 The Applicant 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.
- 2.24.1 The Applicant 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.
- 2.24.2 If consent is granted the Applicant may display signage/event advertising during the Event Period. The Applicant must ensure by checking daily that signage is securely fixed and undamaged.
- 2.24.3 The Council reserves the right to require the Applicant 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 in the Council removing them and then charging the cost of reinstatement to the Applicant.

- 2.24.4 The Applicant 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 reference to Schedule 2 and 3.
- 2.25 The Applicant will adhere to the Boroughs Byelaws, where applicable, at all times.
- 2.26 The use of paper lanterns or balloons (helium filled or otherwise) are prohibited.
- 2.27 The Applicant 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.
- 2.28 The Applicant commits to reducing the negative impact the Event will have on the environment and will follow current guidance and codes of practice (including relevant Sustainable Event Guidance) to improve and promote sustainability throughout the Event.

3 LICENSING AND ENVIRONMENTAL HEALTH

- 3.1 A licence is necessary for some forms of public entertainment. The Applicant must not sell alcoholic drinks or carry out any other licensable activities unless authorised by the Council or relevant authority to do so. Where licensable activities are proposed the Applicant 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 Licenses, Temporary Event Notices, Street Trading or Occasional Sales Licenses.
- 3.2 If the Event involves public performances and/or broadcast of musical works, the Applicant 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. The Applicant shall not cause extreme noise disturbance to adjoining properties and shall comply with the noise management plan and any licenses issued in relation to the Event. If requested by the Council, the Applicant 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 Applicant to carry out any activity for which a licence is required in relation to the Event, the Applicant must supply a copy of the said licence(s) to the Event Service upon request.
- 3.5 The Applicant is not permitted to bring traders or concessionaires to the Site, unless agreed in writing with the Council. The Applicant will be required to supply the Council the full details of all traders/concessionaires upon request.
- 3.6 The Applicant and its Suppliers shall comply strictly with all current legislation relevant to the Event including the Food and Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995, Health and Safety Legislation and any health and safety plans agreed with the Council.
- 3.7 The Applicant must provide adequate sanitary facilities including temporary toilet facilities at the Site and will include details of this in their supplementary information provided to the council.
- 3.8 The Applicant 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 Applicant and/or its Suppliers at mutually agreed times throughout the Event Period. Unannounced spot-checks may also occur throughout the Event Period and the Applicant will be required to facilitate this.
- 4.2 The Applicant may be required to present to the Council details of attendance figures and an analysis of users anonymised personal data relating to the demographic of attendees.
- 4.3 The Applicant 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 the Events Service of any such complaint and keep the record of complaints available for inspection.

5 FEES AND PAYMENT

- 5.1 The Fee payable by the Applicant shall be in line with the 'Hire of Council Owned and Managed Land - Fees and Charges' document. This document and the Council's charging structure will be reviewed annually.
- 5.2 Upon the Applicants submission of an application the '*Application fee*' will apply (but will be deductible from the final Fee upon acceptance of the application).
- 5.3 Prior to the Council's 'Acceptance' of an application the Applicant will receive written clarification of the Fee to include '*Park Event*' and/or '*Street Event*' fees and a breakdown of any estimated '*Supplementary Fees and Charges*', along with clarification of any deductions (e.g., the *Application Fee*) discounts or negotiated rates, and will be required to confirm to the Council in writing that they wish to proceed with the application on that basis, within five working days from the date of that notification.
- 5.4 Where the Fee is not acceptable to the Applicant, the Applicant shall notify to the Council in accordance with Clause 9 below of their intention not to proceed with their Application.
- 5.5 Upon the Council's 'Acceptance' of an application, all remaining fees and charges will apply.
- 5.6 Payment must be cleared within the terms of the invoice but before the commencement of the Event Period. If payment has not cleared by this time, Approval will be withheld or revoked, and the Site will not be made available to the Applicant.
- 5.7 There may be exceptional circumstances where the Council may at entirely its own discretion grant Approval without issuing any associated invoices. In the event of this occurring, the Council reserves the right to issue the associated invoices to the Applicant. The Applicant shall make payment in accordance with the terms of the invoice.
- 5.8 If any fees and charges are not paid before the commencement of the Event Period, or such other time agreed by the Council in exceptional circumstances, the Council reserves the right (without prejudice to the Council's other rights and remedies) to terminate the Agreement with immediate effect.
- 5.9 The Applicant will be liable to the Council for the full cost of any repairs or reinstatement works which will be carried out by the Council's nominated contractor and for any other losses, costs or damages resulting from the Applicant's or the Applicant's Suppliers' actions or inaction.
- 5.10 The applicant may be required to pay a deposit in relation to possible damages (see '*Reinstatements*' under '*Supplementary Fees and Charges*' in the Event Fees and Charges document). In the event of such a deposit being insufficient to cover the reinstatement costs, an invoice will be raised to meet the additional costs (the Applicant

must make the payment in accordance with the terms of the invoice). Where the deposit amount exceeds the cost of the reinstatement, the additional funds will be refunded to the Applicant.

6 INSURANCE AND LIABILITY

- 6.1 The Applicant is obliged to maintain public liability insurance in the minimum amount of TEN MILLION POUNDS (£10,000,000). At the discretion of the Council this amount will be increased dependent on the scale, nature and complexity of the Event.
- 6.2 The Applicant 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 Applicant or its Supplier(s), its employees and agents of the terms and conditions of this Agreement.
- 6.3 If at the sole determination of the Council, the Applicant or its Supplier(s), its employees or agents caused damage to the Site or any neighbouring property the Applicant will be liable to the Council for the full cost of any repairs or reinstatement works in accordance with 5.9.
- 6.4 In the event that the Applicant, its Supplier(s), its employees or agents fail to comply with the Agreement and the Council suffers 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 Applicant or its Supplier(s), its employees and agents then the Applicant will be liable to the Council for the damage costs, losses, claims, demands or proceedings.
- 6.5 The Council shall have no liability to the Applicant, its Supplier(s), its employees or agents 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 'Approval' and terminate this Agreement with immediate effect where the Applicant and/or its Supplier(s):
- 7.1.1 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;
 - 7.1.2 becomes incapable for any reason of efficiently performing as a competent and qualified Applicant and/or Supplier;
 - 7.1.3 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, (except termination at the pre-approval stage where the Council may terminate the Agreement with immediate effect without liability).
- 7.3 Where the Council terminates this Agreement under clause 7.1 the Applicant shall not be entitled to receive any refund of the Fee.
- 7.4 Where the Council terminates this Agreement under clause 7.2, the Applicant may be entitled to receive refund of part or all the Fee. Any refund of the Fee shall be calculated and reimbursed on a pro-rata basis.
- 7.5 Should the Applicant not wish to proceed with the Agreement it must notify the Council immediately in writing in accordance with clause 9.
- 7.6 If the Applicant notifies the Council of its intention to cancel the Agreement, the following shall apply, irrespective of the invoice being raised at this stage:

- 7.6.1 **'Application fee'** (applicable upon submission of application), will be non-refundable
- 7.6.2 **'Park Event and/or Street Event fees'** (applicable upon acceptance of application) and any other charges as applicable, if the event is cancelled:
 - 7.6.2.1 2 weeks or more before the Event Period 50% of fee will be chargeable
 - 7.6.2.2 less than 2 weeks before the Event Period and including any time during the Event Period 100% of fee will be chargeable
 - 7.6.2.3 **'Supplementary fee'** will be non-refundable where applicable
- 7.7 If a Force Majeure event prevails for a continuous period of more than 2 weeks, either party may terminate the Agreement by giving ten (10) working days' written notice to the other party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

8 CONTRACT CHANGES

- 8.1 The Council reserves the right to update or modify the terms and conditions at any time without prior notice and the Applicant agrees to abide by the most recent version of the terms and conditions.

9 NOTICES

- 9.1 In this Agreement;
 - 9.1.1 "The Council's Address" means the Council's registered address shown on the Council website or such other address as the Council may from time to time notify to the Applicant as being its address for service for the purposes of this Agreement.
 - 9.1.2 "The Applicant's Address" means the address of the Applicant shown on the Application Form or such other address as the Applicant may from time to time notify to the Council as being the address for service on the Applicant for the purposes of this Agreement.
 - 9.1.3 Any notice or other communication given or made in accordance with this document shall be in writing and may be in writing and may be posted or emailed to each party's address or may be submitted to the Event Service in respect of the Council.
- 9.2 Either Party may change its address for service by serving a notice in accordance with this clause.

10 GENERAL PROVISIONS

- 10.1 The Application Form including these Terms & Conditions contain the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Applicant acknowledges that it has not entered into the Agreement in reliance upon any representation by the Council or anyone acting on its behalf other than the contents of the Application Form and these Terms & Conditions.
- 10.2 Pursuant to the Freedom of Information Act 2000 the Council is subject to certain legal obligations in relation to public disclosure of information. The Applicant 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 this Agreement.
- 10.3 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.
- 10.4 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).

- 10.5 Nothing in the Agreement shall create any tenancy, licence or lease in favour of the Applicant.
- 10.6 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 and Wales.
- 10.7 This Agreement shall be governed by and construed in accordance with the Law of England and Wales and the Council and the Applicant hereby submit to the exclusive jurisdiction of the English & Welsh Courts.

11 DATA PROTECTION

- 11.1 The Applicant shall (and shall ensure that any of its Suppliers with access to personal data shall) comply with any requirements under the Data Protection Legislation.
- 11.2 The Council shall comply with any requirements under the Data Protection Legislation and in accordance with the Council's Privacy Notice
- 11.3 Each party undertakes to comply with its legal obligations regarding the processing, use, sharing, transfer of personal data and any personal data breach under the Data Protection Legislation.