

## HIRE OF COUNCIL OWNED AND/OR MANAGED LAND

### Part 1. Introduction:

This form should be completed by anyone seeking permission to hire London Borough of Ealing (LBE) owned and/or managed land to hold an event. Usually, Council owned and/or managed land means one of the Borough's many parks, but this form can also be used to hire some of the Borough's town squares and other open spaces.

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 LBE Festivals and Events team).

If your proposed activity matches the criteria outlined above, you will need to complete this application form and submit it the LBE Festivals and Events team. If you are unsure whether this form is relevant to your proposed activity, you should contact a member of the Festivals and Events Team for further information:

Email: events@ealing.gov.uk  
Telephone: 0208 825 6640

### Other Important Information:

- This application must be made a minimum of 10 weeks in advance of the date of hire for small or medium scale events or 26 weeks for large scale and special events or if a Premises Licence is required.
- Applicants must be over eighteen years of age.
- You must complete this form as fully as you can; the more information we have, the easier it is for us to assess your application.
- **Important:** All fields marked with an '\*' must be completed. Without this information, your application form cannot be processed.
- **Before you apply**, please ensure you have read our associated 'Terms and Conditions' and 'Fees and Charges' documents included with this application form.

## Part 2. Hire of Council Owned And/Or Managed Land Charges and Deposits:

Hire fees and charges will be reviewed and confirmed annually. The fees and charges outlined below will be applicable to events taking place on or after 1 April 2019.

This document has been created to give the most accurate indication of the costs involved with putting on an event in the London Borough of Ealing's (LBE) parks and open spaces. Unfortunately, no two events are the same and this form might not capture certain elements of your event that, ultimately, will affect the cost of hiring Council owned or managed land. Please speak to a member of the Festivals and Events team for an accurate quote.

LBE has three locations that are regarded as premium venues, these are; Ealing Common, Walpole Park, and Haven Green. All events taking place within these venues will be regarded as "Special Events." If you are interested in holding an event in one of these locations, please speak to a member of the Festivals and Events team for further information.

<b>Scale of event:</b>	Small:	Less than 500 people attending
	Medium:	Less than 5,000 people attending
	Large:	Less than 10,000 people attending
	Special:	10,000 people or higher attending and/or is considered to be particularly disruptive and/or is considered to be particularly high risk.

**Application Fee:** £50.00 per application

<b>Street Events:</b>	Small:	£400.00 per day
	Medium:	£1200.00 per day
	Large:	By negotiation
	Special:	By negotiation

**NB:** TTROs, parking suspensions or similar orders will incur additional charges

<b>Park/Open Space:</b>	Small:	£630.00 per day
	Medium:	£3000.00 per day
	Large:	£5000.00 per day
	Special:	By negotiation

**Non-operating days:** £315.00 per day

**NB:** Commercial events such as funfairs, circuses and ticketed events, etc. will be subject to a negotiated fee. A percentage of the daily hire fee will be charged for build and break days' dependent on the disruption / impact caused. The percentage level will be determined by the Council's nominated events representative.

### Key Events:

Several events have been identified as significantly culturally and economically beneficial to the Borough. These events will be charged a fixed rate of £500.00

## Discounts:

Local community organisations, local carnivals, local schools, local places of worship and local registered charities could be eligible for a 60% discount, depending on the nature of their event.

**NB:** Discounts only apply only to organisations from within the London borough of Ealing.

<b>Refundable Deposits:</b>	Small:	£500.00
	Medium:	£1,000.00
	Large:	£2,000.00
	Special:	By negotiation
	Park keys:	£50.00

**NB:** Your event's content can affect the deposit amount. For example; if you were to bring funfair rides on to site we might request a larger deposit. The above deposit will be required to be paid once the event is approved in principle.

## Additional Costs and Services:

**Waste Management:** The event organiser must plan for the waste produced by their event. LBE can assist but there is a cost associated with this. Please speak to a member of the Festivals and Events team for further information.

**Licensing Fees:** Additional licensing fees will apply to events staging licensable activities; these charges will vary depending on the nature and scale of the event. For detailed information on licensable activities fees please see the department for Digital, Media Culture and Sport's website, [www.culture.gov.uk](http://www.culture.gov.uk). It must be noted that applications for licences are time constrained, see below.

The standard charge for a 'Temporary Event Notice' (Events under 499 attendees, to include staff) is currently £21.00 and the event organisers will be required to apply directly to the licensing authority and Police for this type of licence. Applications for temporary event notices must be made at least 10 days prior to the event but we recommend that you leave at least 28 days for this.

Applications for events, which require a premises licence, (Events over 499 attendees, to include staff) should be discussed on an individual basis and applications should be made at least 28 weeks prior to the event date. The full costs associated with licensing the event will be passed onto the Event Organisers.

**Equipment Hire:** The LBE Festivals and Events team operates a community store that has a wide range of events equipment available for hire. Please speak to a member of the Festivals and Events team to find out more information.

**Street Events:** Events that take place on the public highway will incur a cost for the closure of any roads and advertising these closures. Please speak to a member of the Festivals and Events team for further information. All costs relating to street closures are in line with LBE's Highways department's rates.

**Parking Suspensions:** The Council can suspend parking bays and offer a tow truck service at an additional cost. Please speak to a member of the Community and Street Events team for further information.

### **Part 3. Application Process:**

Please find below, an overview of the various stages within the application process.

1. **Initial Enquiry:** Before you apply, send an initial enquiry to the festivals and Events team by email, to provide us with an overview of your proposed event, date and location. We will respond and advise if your proposal is viable. If so, you will be directed to submit an application form and pay the **application fee**.
2. **Application Stage:** Complete the application form and submit to the LBE Festivals and Events team. We will write to confirm your application status i.e. **application accepted** or **declined** and we will clarify the **hire fee**
3. **Consultation Stage:** Once the Hirer has confirmed they wish to proceed on this basis, the Festivals and Events team will determine whether a first invoice needs to be issued. **Invoice 1** will be for:
  - Any costs associated with enhanced consultation.
  - The first instalment of the hire fee which serves as a non-refundable holding deposit.

Once **Invoice 1** has been paid, any consultation that is required will be carried out.

4. **Permission in Principle and Planning Stage:** If consultation is successful, not required, or feedback from this process is easily addressed, we will grant **permission in principle** for the event to proceed and your application will be progressed into the **planning stage**. We will then carry out a detailed check of the application and supplementary documents to ensure they are compliant with legal obligations and Ealing Council's policies. We will also issue **Invoice 2** which will be for the outstanding balance of hire fees and, where relevant, a deposit.
5. **Approval:** Once the Festivals and Events team are satisfied that the event proposal meets the standard required and all terms and conditions of hire have been met, **Final Approval** will be granted.

## Part 4. Application Form:

### Instructions on completing this form:

- Use TAB key to move through form (use mouse to move cursor back to previous field)
- Type in your response when field is highlighted by cursor.
- Do not worry about space. The document fields will expand as necessary.
- Certain fields have “drop down menus”, click on these fields to select appropriate answer.
- If a particular field is not relevant, use TAB key to move to next field.
- Press TAB key to begin.

**PROPOSED NAME OF EVENTS:**

### SECTION 1:

#### Hirer's details\*

Name:

Organisation:

Position held:

Address:

Phone (home):

Phone (mobile):

Phone (work):

Email address:

#### Second contact\*

Name:

Organisation:

Position held:

Address:

Phone (home):

Phone (mobile):

Phone (work):

Email address:

If you wish to nominate a third contact, please attach.

**SECTION 2: Key information about the hire**

What type of event or activity do you want to hold?\*

Which site do you want to hire?\*

What hire dates do you require?

Set up dates and times\*:

Event date(s) and operating times\*:

Event close date and time\*:

Vacate site date and time\*:

How many people do you expect to attend (including maximum attendance at any one time)?\*

What is the purpose of the event or activity?\*

IMPORTANT INFORMATION	YES/NO	PLEASE PROVIDE DETAILS
Has this event taken place within the Borough previously?	Click to select	
Do you plan to restrict access or charge entry to this event?	Click to select	(please detail cost and whether the event is ticketed or not)
Is the event to raise money for a charity?	Click to select	(please name the charity and provide its registration number)

Please mark the boxes below to indicate if the following activities will be taking place:

- |            |  |
|------------|--|
| <b>YES</b> | Following activities will be taking place at the event.            |
| <b>NO</b>  | Following activities will <b>NOT</b> be taking place at the event. |

RULE	DESCRIPTION	YES/NO
A	Will there be any plays/theatre taking place at the event? Please note: this is only permitted between 10.00 - 23.00 each weekday and Saturday, and 14.00 - 23.00 on a Sunday.	Click to select
	If yes, please give details:	
B	Will you be showing any films/cinema at the event?	Click to select
	If yes, please give details:	
C	Will you be holding any indoor sporting activities at the event?	Click to select

	If yes, please give details:	
D	Will there be any boxing or wrestling at the event?	Click to select
	If yes, please give details:	
E	Will there be any form of live music at the event?	Click to select
	If yes, please give details:	
F	Will there be any form of recorded music at the event?	Click to select
	If yes, please give details:	
G	Will there be any dance performances at the event?	Click to select
	If yes, please give details:	
H	Will there be any activities similar to E, F or G above?	Click to select
	If yes, please give details:	
I	Will there be facilities for making music?	Click to select
	If yes, please give details:	
J	Will there be facilities for dancing?	Click to select
	If yes, please give details:	
K	Will there be any activities similar to I or J above?	Click to select
	If yes, please give details:	
L	Will there be any late night refreshments (between 23.00 and 05.00)?	Click to select
	If yes, please give details:	
M	Will there be supply of alcohol? Please note: this is only permitted between 10.00 and 23.00, and 12.30 and 23.00 on a Sunday.	Click to select
	If yes, please give details:	
N	Will there be any entertainment of an adult nature? E.g. activities involving nudism or obscene language.	Click to select
	If yes, please give details:	
O	Will the event be open outside the hours of 10.00 and 23.00?	Click to select
	If yes, please give details:	

### SECTION 3: Site and safety

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO:	YES/NO	PLEASE PROVIDE DETAILS
Erect tents and/or marquees	Click to select	
Use heavy equipment	Click to select	
Bring vehicles onto the site	Click to select	(give number and type, or specify if heavy machinery)
Install power (electricity)	Click to select	
Let off fireworks	Click to select	
Have novelty rides	Click to select	(if you are having a funfair at your event it is your responsibility to administer this and take a deposit from the funfair operator)
Erect side shows and/or stalls	Click to select	
Provide car parking	Click to select	(state if free or charging)

### SECTION 4: Environmental health

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO:	YES/NO	PLEASE PROVIDE DETAILS
Provide toilet facilities	Click to select	
Have live music and/or dancing	Click to select	
Use amplification equipment	Click to select	
Have a licensed bar	Click to select	
Sell food/let a food concession	Click to select	
Give away food as prizes	Click to select	
Cook food on site	Click to select	
Order standpipe for water	Click to select	Note: there is an additional charge for this

### SECTION 5: Other

Please indicate in the boxes below, if you plan to carry out any of the following activities and provide as much information as possible in the 'details' section.

DO YOU PLAN TO:	YES/NO	PLEASE PROVIDE DETAILS
Provide your own security	Click to select	(please confirm numbers/qualifications and locations)
Hold arena displays	Click to select	
Advertise your event	Click to select	
Sell any items	Click to select	
Use amplification equipment	Click to select	
Use animals for rides	Click to select	
Hold an animal show	Click to select	
Use animals for displays	Click to select	
Hold sporting activities	Click to select	
Use the Council's sport pitches	Click to select	(please contact sports bookings on 0845 226 5102 to confirm they are available)
Have pitches marked out	Click to select	

### SECTION 6: To support your application

For your application to have a better chance of success, you should also send your "Event Management Plan" covering the following areas. If these areas do not apply to your proposed event this must be stated in the event management plan.

Please mark the box on the right if you have included these items.

ADDITIONAL INFORMATION DOCUMENTS	INCLUDED
Details of how your proposed event will be funded (to show expenditure and income)	Click to select
A site map showing the proposed event layout	Click to select
Details of your proposed suppliers and caterers (including cleaners and cleaning schedule)	Click to select
A copy of your security plan – see terms and conditions for details	Click to select
The proposed programme for the event (and programmes from previous events if applicable)	Click to select
Safety plan to include emergency procedures and named responsible person(s)	Click to select
A risk assessment (and method statements where applicable)	Click to select
A copy of your Temporary Event Licence (if required)	Click to select
Copies of insurance documents – see terms and conditions for details	Click to select
Two references (see enclosed forms)	Click to select



Events representative must receive these documents at least 28 days prior to the event date.

**SECTION 7: References**

Please enter the details of two referees who can confirm your event management experience. One must be a referee for the site manager on the day(s) of the event. The referees must be independent of your organisation.

**Referee 1:**

Name:	
Organisation:	
Position held:	
Address:	
Phone (home):	
Phone (mobile):	
Phone (work):	
Fax:	
Email address:	

Supporting statement

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**Referee 2:**

Name:	
Organisation:	
Position held:	
Address:	
Phone (home):	
Phone (mobile):	
Phone (work):	
Fax:	
Email address:	

Supporting statement

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**SECTION 8: Signature of agreement\***

I/We have read the Council's Hire of Council Owned And/Or Managed Land Terms and Conditions and the Hire of Council Owned And/Or Managed Land Charges and Deposits form and agree to comply with and be bound by them if this application is approved.

Applicant's signature:

Date:

For and on behalf of (organisation):

**Please return this form and supporting documentation to:**

**Events Team**

Festivals and Events  
Environment and Customer Services  
Ealing Council  
Perceval House (1<sup>st</sup> floor SW)  
14-16 Uxbridge Road  
Ealing  
W5 2HL

Or email to: [events@ealing.gov.uk](mailto:events@ealing.gov.uk) marking your email  
**'COUNCIL LAND HIRE APPLICATION'**

## Part 5. Hire of Council Owned And/Or Managed Land 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](http://www.ealing.gov.uk)) or contact the LBE Festivals and Events team by email: [events@ealing.gov.uk](mailto: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 and signed Application Form and the Hire of Council Owned And/Or Managed Land Charges and Deposits form, Supplementary Information, Event Management Plan and any other documents agreed by the parties.

**"Application Form"** means the 'Hire of Council Owned and Managed Land - Application Form', to which these Terms & Conditions are attached, and the Hire of Council Owned And/Or Managed Land Charges and Deposits form.

**"Authorised Representative"** means the persons respectively designated as such by the Council and the Hirer.

**"Council"** means the Council of the London Borough of Ealing.

**"Deposit"** means the amount payable by the Hirer to the Council under Invoice 2 as security for any damage caused to the Site (or any neighbouring property) by the Hirer, its Supplier(s), its employees or agents before, during or after the Event, or to cover liability arising for the Council resulting from breach of the Agreement by the Hirer as set out as estimates in the Hire of Council Owned And/Or Managed Land Charges and Deposits form.

**"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 LBE Festivals and Events team).

**“Event Management Plan”** means the Hirers written plans, policies and procedures created in relation to the delivery of the Event.

**“Final Approval”** means written permission from the Council for the Hirer to proceed with the Event.

**“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, as notified in writing by the Council when confirming to the Hirer that their application has been accepted..

**“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.

**“Invoice 1”** means the Invoice issued by the Council to the Hirer upon the Council’s acceptance of the Application Form and the Hirer Confirming the wish to proceed on this basis. Payments made in accordance with Invoice 1 will be non-refundable. For the avoidance of doubt, Invoice 1 shall cover:

- Any costs associated with enhanced consultation, and shall be the first instalment of the Hire Fee which serves as a non-refundable holding deposit.

**“Invoice 2”** means the amount payable by the Hirer for the outstanding balance of the Hire Fees and any other applicable charges including without limitation the Deposit.

**“LBE Festivals and Events”** means the Council’s Festivals and Events service.

**“Permission in Principle”** means the Hire will proceed (subject to obtaining Final Approval from the Council), and ‘Invoice 2’ for the remainder of the Hire Fee and any other applicable charges will be issued by the Council.

**“Planning stage”** means where Permission in Principle has been granted, the Council will carry out a detailed check of the Application Form and supplementary documents to ensure compliance with legal obligations and the Council’s policies.

**“Premium Venue”** means as specified in LBE Festivals and Events policy  
[https://www.ealing.gov.uk/info/201132/parks\\_and\\_open\\_spaces/638/park\\_hire](https://www.ealing.gov.uk/info/201132/parks_and_open_spaces/638/park_hire)

**“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, charity 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, sign 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 5,000 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 the event is taking place at a premium venue)	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 in writing to an Authorised Representative of the Council in line with Clause 9.1 of this Agreement for their 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 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.
- 1.8 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 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, 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 will result in the Hirer being charged for the costs of any reinstatement or clearance 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 in the Council removing them and then charging the cost of reinstatement 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](http://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 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 Hirer will be responsible for applying for Performing Right Society (PRS) [www.prs.co.uk](http://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 Hirer 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 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 of the said licence(s) 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 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 Hirer must provide adequate sanitary facilities including temporary toilet facilities at the Site and demonstrate to the Council in writing in their Event Management Plan how they will do this.

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 and any other data relating to the demographic of attendees
- 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 Form. This document and the Council's charging structure will be reviewed annually.
- 5.2 Receipt by the Council of a signed application form will create a binding Contract between the Council and the Hirer. Upon receipt of a signed Application Form, the Council will review and notify the Hirer in writing either that the application has been accepted or declined. If the application is accepted by the Council, the Council will write to the Hirer confirming acceptance and the Hire Fee.
- 5.3 Where the Hire Fee is not acceptable to the Hirer, the Hirer shall notify to the Council in accordance with Clause 9.1 below of their intention not to proceed with their Application.
- 5.4 Once the Hirer has confirmed that they wish to proceed with the Hire in accordance with Clause 5.2 above, the Council will at its sole discretion determine whether or not to issue the Hirer with Invoice 1 for any costs associated with enhanced consultation of up to 20% of the Hire Fee. Invoice 1 will be the first instalment of the Hire Fee which serves as a non-refundable holding deposit and will usually be issued to Hirers of Large Events, Special Events and in some instances, Medium Events.
- 5.5 Once Invoice 1 has been paid in full by the Hirer any additional consultation between the Council and the Hirer that is required will be carried out. If consultation is successful, not required, or feedback from this process is easily addressed at the sole determination of the Council, the Council will grant Permission in Principle for the event to proceed and the Hirer's application will be progressed to the Planning Stage where Invoice 2 for the outstanding balance of the Hire fees and the Deposit (if requested by the Council) will be issued to the Hirer.
- 5.6 Once the Council is satisfied that the Event proposal meets the standard required and all of the terms and conditions within this document have been met and Invoice 2 has been paid in full, Final Approval for the Event to proceed will be granted to the Hirer.
- 5.7 There may be exceptional circumstances where the Council may, at entirely its own discretion grant Permission in Principle for the application to proceed without issuing Invoice 1. In the event that the Council has granted Permission in Principle to the Hirer and their application has progressed to the Planning Stage but Invoice 1 has not been issued, the Council reserves the right to Issue Invoice 1 to the Hirer. The Hirer shall make payment in accordance with the terms of the invoice.
- 5.8 There may be exceptional circumstances where the Council may, at entirely its own discretion grant Final Approval to the Hirer without issuing Invoice 1 or Invoice 2. In the event that the Council has granted Final Approval to the Hirer prior to issuing Invoice 1 or Invoice 2, the Council reserves the right to issue Invoice 1 and Invoice 2 to the Hirer. The Hirer shall make payment in accordance with the terms of the invoice.
- 5.9 All payments 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 and the application to hire shall be cancelled.



## **6. INSURANCE AND LIABILITY**

- 6.1 The Hirer 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 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 If at the sole determination of the Council, the Hirer or its Supplier(s), its employees or agents caused damage to the Site or any neighbouring property the Council shall deduct and retain the cost of the damage from the Hirer's Deposit. In the event that the cost of repairing or replacing any property is assessed to be greater than the value of the Hirer's Deposit, the Hirer shall be liable to the Council for the remaining cost of repairing or replacing the property.
- 6.4 Where the Council, at its sole determination, decides that the Hirer, its Supplier(s), its employees or agents has caused or allowed to be caused damage to the Site or any neighbouring property, the Deposit shall be refunded in full to the Hirer within 6 weeks from the end of the Hire Period, less the cost of repairing or replacing the property. Where the Deposit sum is not sufficient to cover the cost of repairing or replacing the property, the Council shall retain the Deposit in full and the Hirer shall be liable to the Council for the remaining cost of repairing or replacing the property.
- 6.5 Where the Council, at its sole determination, decides that no damage has been caused to the Site or any neighbouring property by the Hirer, its Supplier(s), its employees or agents before, during or after the Hire Period the Deposit shall be refunded to the Hirer in full within 6 weeks from the end of the Hire Period.
- 6.6 In the event that the Hirer, 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 Hirer or its Supplier(s), its employees and agents then the Council may at its discretion deduct and retain the cost of the damage costs, losses, claims, demands or proceedings from the Hirer's Deposit. In the is greater than the value of the Hirer's Deposit, the Hirer shall be liable to the Council for the remaining damage, costs, losses, claims, demands or proceedings.
- 6.7 The Council shall have no liability to the Hirer, 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 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 The Council may terminate this Agreement for convenience by giving seven (7) calendar days written notice.
- 7.4 Where the Council terminates this Agreement under clause 7.1 the Hirer shall not be entitled to receive any refund of the Hire Fee.

- 7.5 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.
- 7.6 Should the Hirer not wish to proceed with the Hire of the Site it must notify the Council immediately in writing in accordance with clause 9.1.
- 7.7 In the event that the Hirer notifies the Council of its intention not to proceed with the hire of the Site the following process shall apply:
- a) Where Invoice 1 has been issued and paid any payment made to the Council will be non-refundable.
  - b) Where Invoice 1 has not been issued, the Hirer shall pay the full amount in Invoice 1 when issued, in accordance with its terms.
  - c) Where Invoice 2 has been issued and paid the Hire Fee will be non-refundable if the Hirer's notice of intention not to proceed with the hire of the Site is received within two weeks of the Hire Period commencement date.
  - d) Where Invoice 2 has been issued and paid and the Hirer's notice of intention not to proceed with the hire of the Site is received two weeks or more before the Hire Period commencement date, a cancellation fee set at 50% of the Hire Fee will apply and the Hirer will only be refunded 50% of the Hire Fee.
  - e) Where Invoice 2 has not been issued, the Hirer shall pay the full amount in Invoice 2 when issued, where the Hirer's notice of intention not to proceed with the hire of the Site was received less than two weeks before the Hire Period commencement date.
  - f) Where Invoice 2 has not been issued, the Hirer shall pay the full amount in Invoice 2 when issued, in accordance with its terms, less 50% of the Hire Fee if the Hirer's notice of intention not to proceed with the hire of the Site is received two weeks or more before the Hire Period commencement date.

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

## **9 NOTICES**

- 9.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - b) sent by email to its designated email address.
- 9.2 For the purpose of clause 9.1, the address of each Party shall be;
- a) For the Council:  
Address: The Council of the London Borough of Ealing  
Perceval House, 14-16 Uxbridge Road  
Ealing  
London  
W5 2HL  
  
For the attention of: Alex Duncan, Contract Manager  
Tel: 0208 825 6640  
Email: events@ealing.gov.uk
  - b) For the Hirer: As set out in Section 1 Hirer's details of the Application Form.

9.3 Any notice or communication shall be deemed to have been received:

- a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- c) if sent by email, shall be deemed to have been received on the same day if received before 16:00 pm, or if received after 16:00 pm shall be deemed to have been received at 9:00 am the following working day.

9.4 Either Party may change its address for service by serving a notice in accordance with this clause.

## **10 GENERAL PROVISIONS**

10.1 The signed 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 Hirer 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 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 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 Hirer.

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 Hirer hereby submit to the exclusive jurisdiction of the English & Welsh Courts.