

Terms & Conditions relating to the hire of parks and open spaces owned by the London Borough of Bromley

INTERPRETATIONS:

Under these conditions of hire “The Hirer” shall mean the person in whose name the booking is made and who shall be the named person specified on the application form. “The Council” shall mean the Parks Services Manager or anyone acting on his/her behalf who are employees of the London Borough of Bromley.

1. APPLICATION OF HIRE:

- a) Applications to hire Bromley’s Parks or Open spaces must be made to the Parks Services via the official application form.
- b) The acceptance of the Event Application Form does not constitute a contract of hire for an event until the Parks and Community Service has received the signed Terms and Conditions of Hire (see last page) and a letter of confirmation has been sent out by the Parks and Community Service to the hirer.
- c) The person signing the contract of hire must be over the age of 18 years.
- d) The person(s) who’s name appears on the application form and/or Terms and Conditions of Hire shall be the person responsible for the event and any legal action that may be brought over breach of conditions of hire and/or licensing issues.
- e) The Council reserves the right to refuse any application without stating the reason for rejecting the application.

2. CHARGES:

- a) All lettings will be subject to the scale of charges in operation at the date when the event takes place. Hirers will be advised of the charges payable when receiving their contract of hire.
- b) The hirer agrees to pay the Council on demand the cost of repairing and making good any loss or damage (fair wear & tear excepted) arising out of or incidental to hiring. The London Borough of Bromley in the presence of the event organiser or their representative may commission a dated photographic record.

3. PAYMENT OF HIRE:

- a) Payment should be made without further reminders. All cheques should be made payable to “The London Borough of Bromley”. Any account that is outstanding 6 weeks before the event is due to take place could incur a 25% surcharge (Unless otherwise stated by the Council).

4. CANCELLATION:

- a) By the Hirer.
In case of cancellation of the event booking, the hirer must inform the Park Services Office in writing.
- If the hirer cancels with 42 + days notice before the event takes place only the deposit may be lost.
 - 30 plus days notice of cancellation 50% of full price lost
 - 15 -29 days notice of cancellation 75% of full price lost.
 - Less than 14 days notice 100% of full price lost.
- b) By the Council:
- The Council reserves the right to cancel a booking at anytime having given notification of no less than 14 days in advance to the hirer.
 - In case of an emergency no prior notice shall be given should the park/open space be required for any special or exceptional circumstances, in exercising these rights the Council accepts no liability whatsoever other than to refund any fees paid for the hire of the venue.
 - The Council reserves the right to cancel a booking if the hirer intends to use the Park/ Open spaces for any purpose other than that stated on the official application form.

5. INDEMNITY:

The hirer shall unless informed otherwise by the Council indemnify the Council against all actions, claims and demands by any person(s) who suffers or sustain any loss or damage or injury to his/her person or property arising out of or as a result of the use of the park by the hirer during the event including the event set up/down.

For non commercial hires only the Hirer shall effect Public Liability Insurance with St Paul's Insurance Co Ltd in accordance with schedule of cover terms and conditions in force for the time being under a policy maintained on the Hirers behalf by the Council further details of which are attached, and entry into the Agreement of Hire shall be conditional upon the issue of such insurance the Hirer hereby applies for the said insurance and undertakes to pay any additional premium which may from time to time be required, details of which are available from the Borough Treasurer (Insurance).

6. PUBLICITY:

- a) The Council requires advance details of all publicity materials at least 10 days prior to the publicity being issued.
- b) The hirer shall not publish any material without prior written consent from the Council.

7. TEMPORARY STRUCTURES:

- a) These may include stages, platforms, tents, marquees etc. The Council will wish to see certification relating to the manufacturing and erection of these types of structures. Your supplier should be able to provide you with copies of any documentation that is required by the council.
- b) All types of temporary structures listed above will need to be erected and dismantled by sound and competent person(s) who are fully trained and experienced.
- c) Guy ropes, tent pegs and stakes must not obstruct any route leading to a place of safety. Where they flank any such route, they must be adequately marked so as to be visible at all times.
- d) Should a marquee or tent be used, you must submit a layout of the marquee/tent with the proposed exits. All exits must be clearly marked by the word "EXIT" or "WAY OUT" in plain block letters, which should not be less than 125mm high. You must place these signs in a position where they can be readily seen. Stakes, guys, tent pegs or other items should not obstruct the exits.

8. MAINTENANCE OF GOOD ORDER:

- a) The hirer shall at all times be responsible for maintaining good order during the hire and that no gaming or unlawful activity is permitted.
- b) At the request of the Council the hirer shall have removed any person from the event whose conduct is unacceptable or who endangers other members of the public by their actions.

9. SUPERVISION/STEWARDS:

- a) The event organiser is responsible for the administration and organisation of the event and in obtaining suitably competent people to act as stewards.
- b) The hirer must provide at their own expense sufficient stewards, who are over 18 years old and who are fit to undertake duties that are allocated to them. The stewards are to take all necessary precautions to control the public attending and insure the public's safety while attending the event. The suggested levels for stewarding are as indicated within the accompanying guidance notes.
- c) Throughout the duration of the event all stewards shall wear a high visible tabard, coat or T-shirt with the wording "STEWARD" on the back. (Armbands are not acceptable.)
- d) The Stewards are responsible for the supervision and control of all visitors and officials, event entrances/exits, and should be familiar with the emergency evacuation procedures.
- e) The Council reserves the right to refuse any application without stating the reason for rejecting the application.

- f) All stewards shall receive a concise briefing with guidance notes of duties and roles explaining their roles and duties as a steward before the event takes place, and all briefing shall be recorded.
- g) The name(s) and addresses(s) of the chief steward and steward supervisor with relevant stewarding experience shall be submitted to the parks office no less than two weeks before the event is due to take place. The names and address of the event stewards can be handed into the chief steward on the day of the event
- h) The chief steward shall have means of contacting the outside emergency services if the need arises, at the event organiser's own expense.

10. LICENCES:

If your event includes any of the following activities you will need a licence.

- a. Sale of alcohol
- b. Regulated entertainment (e.g. live or recorded music/singing, plays, films, dancing, indoor sports, boxing or wrestling)
- c. Selling from 5 or more stalls / pitches in the open air. (Charitable, social, sporting, religious or political events are exempt)

Sale of Alcohol and Regulated Entertainment

If the event is small (under 500 people) you may be able to give a "Temporary Event Notice". This must be given a minimum of 10 working days * before the event. Cost £21 per event (*Plus 14 days see note below on time scales)

You will need to check with the licensing team

020 8313 4218 as there are limits as to the number of events that can be held in any year.

If you cannot use the "Temporary Event Notice" procedure you will need a short term "Premises licence". An application would need to be made a minimum of 8 weeks * before the event, and preferably much earlier. (*Plus 14 days see note below on time scales)

If the Police, other "Responsible Authorities" or local residents object to the application it has to be considered by the Councils Licensing Committee. Costs vary according to the "Rateable Value" of the land. (Between £100 and £635).

Further information can be obtained from the licensing team 020 8313 4218

Selling from 5 or more stalls

You may need an "Occasional Sale" licence, sometimes called a "Boot Fair" licence.

You need to apply at least 42 days * before the event. (*Plus 14 days see note below on time scales)

Further information can be obtained from the licensing team 020 8313 4218

Time Scales

The times referred to above are for the Licensing Team to deal with a licence application.

** Please note that all licences and certificates need to be seen by a member of the Parks Office at least 2 weeks before the event. You need to add 14 days on to all the minimum times above.*

The hirer shall strictly observe and comply with all licensing conditions. Failure to comply with licensing regulations / conditions may result in the Council not allowing the event to take place, deposits being retained and / or legal action being taken by the Council or Metropolitan Police.

Licensing application forms and Temporary Event application forms can be found on the councils website www.bromley.gov.uk. If you are not sure if your event needs to be licensed or if you have any questions or would like an application form sent to you by post please contact the Licensing Team in Environmental Health on 020 8313 4830 - ext: 4218.

11. FOOD SAFETY:

- a) This section applies to events where food is to be provided. All food business operators such as, farmers market traders or operators of mobile food premises such as mobile catering units, catering stalls and marquees, crew catering outlets, hospitality catering, bars and ice cream vendors will be required to meet the requirements of Regulation (EC) No 852 / 2004, the Food Hygiene (England) Regulations 2006 and associated regulations relevant to their business. This requirement includes the registration of food businesses under Regulation (EC) No 852 / 2004. All food business operators wishing to trade in this borough will be required to provide details of the local authority where their food business is registered and the registered trading address of their business. The hirer must provide a list of all food business operators who will be attending the event with this form 28 days before the event is due to start.

Permission to trade in the boroughs parks will only be granted to food business operators after the information provided has been checked by the authority's environmental health officers to ensure that food businesses are trading within the requirements of food safety regulations.

- b) You must submit a copy of the food business operator's certificate of public liability insurance, to the Parks and Community Service at least two weeks before the event takes place.

12. SOUND / P.A. SYSTEMS:

- a) If sound / P.A. systems are going to be used at your event then you will be required to contact the Council's Environmental Services. This service has legal obligations to ensure noise from your event will not cause a nuisance to the local residents.

13. LIMITATIONS OF NUMBERS:

- a) The maximum number of people permitted into the event shall be those numbers indicated on the application form and / or those agreed in the entertainment/sports licences. It is your responsibility to ensure that the numbers do not exceed the maximum numbers allowed into the event.

14. TIMES OF HIRE:

- a) The event venue shall only be hired for the times indicated on the application form. A penalty charge of £250 an hour, or part thereof will be charged for over-running of the event.

15. VEHICLE MOVEMENTS AND CAR PARKING:

- a) The hirer shall ensure that cars are not allowed into the Park/Open Space without prior agreement from Parks Ranger Services and that visitors to the event park their vehicles outside the park.
- b) Heavy materials may be delivered into the park under special agreement from the Council, if deliveries are granted permission to enter the park/open space they must conform to the Council regulations of having the vehicle's hazard lights on and a maximum speed of 5mph. Any vehicles larger than a car, or any vehicles reversing in the park shall be stewarded. All reversing vehicles must be stewarded. These vehicles must be removed as soon as they have finished unloading. (The above is to be monitored by a steward or the named official.)
- c) Vehicles are not allowed to be driven in the park while the event is under way and members of the public are in the event area. The only exception will be emergency vehicles.
- d) Vehicles movements onto the site, or around the site are not permitted after 21.30 hours.
- e) Trained stewards must be appointed to manage vehicle movements and car parking arrangements.

16. LITTER CLEARANCE:

- a) It is the Hirers responsibility to ensure that you have an adequate supply of litter bins, refuse sacks etc., and to ensure that the site is left clean, safe and tidy. If the site is not left in a satisfactory condition then the Hirer will be charged the appropriate reinstatement costs of cleaning up and making good the site.
- b) The hirer is to keep clean the area hired and any temporary staging, marquee, tents etc. for the length of the hire and to remove on a regular basis all rubbish, litter and unsightly materials, which may have been deposited on or around the area hired. No ditch, fountain or watercourse is to be polluted in any way by rubbish, litter, liquids, chemicals etc.

17. SAFETY & SITE MANAGEMENT:

- a) The hirer will be responsible for enforcing all Health & Safety and Licensing regulations/legislation's.
- b) The hirer is responsible for the supervision and control of all visitors, spectators and officials.
- c) The hirer must ensure that all access and egress routes to the site are adequately sign-posted, stewarded and remain so until the event is over.

- d) The hirer may be required to supply an Emergency Plan and Operational plans to the Council demonstrating that adequate preparation and precautions have been taken to deal with an emergency situation (as described in the accompanying Event Guidelines). This should include the provision of an incident control point, emergency training and a clear chain of command for stewards, a complete site evacuation procedure and adequate provision for emergency vehicles to access the site at all times.

18. RISK ASSESSMENTS:

- a) The organiser must carry out a risk assessment for the event. The purpose of a risk assessment is to identify hazards, which could cause harm, assess the risks that may arise from those hazards, and decide on suitable measures to eliminate or control the risks. A hazard is the potential that lies in anything, person or situation to cause harm to people, plant, property or the environment. The risk is the likelihood that the harm from the hazard is realised and the extent of it. The 5 steps, which need to be undertaken to assess the risk assessment for an event, are described in the attached Event Safety Guide.
- b) The organiser must carry out a risk assessment for the event and ensure it adheres to all the current Health and Safety legislation requirements, particularly with respect to any electrical equipment sources, and crowd control.

19. OTHER CONDITIONS OF HIRE:

- a) Statutory Notices: Certain statutory notices are required and they are to be displayed and kept available for inspection by visiting Council Officers. The types of notice(s) will include copies of relevant Licensing certificates, Warning notices (Electrical/lasers), Liquor/Catering Licences etc. It is the hirer's responsibility to ensure they are displayed as requested.
- b) The hirer will comply with all Council Bylaws pertaining to the Parks.
- c) The hirer will adhere to the events safety guidelines issued by this council, and to the guidelines contained within the Event Safety Guide, published by the Health and Safety Executive. ISBN 07176 24536
- d) The event organiser will undertake a risk assessment for the event, and may also be required to produce :
- A Safety Policy Statement
 - A Site Safety Plan
 - A Crowd Management Plan
 - A Transport Management Plan
 - An Emergency Plan
 - A First Aid Plan

Details of the above are included within the event guidelines issued by the London Borough of Bromley, and within the Event Safety Guide issued by the Health and Safety Executive.

- e) The event organiser will comply with all statutory requirements relating to the event and shall follow any directions and instructions given by the Council, Police or Fire Brigade.

f) A member of staff from the Parks and Community Service must have sight of the original certificate of insurance to cover Public Liability to £2 million pounds at least 2 weeks before the event takes place (see section 5).

TERMS & CONDITIONS RELATING TO THE HIRE OF PARKS AND OPEN SPACES OWNED BY THE LONDON BOROUGH OF BROMLEY.

(ORGANISERS COPY)

The council reserves the right to refuse any application whatsoever, or terminate any agreement, which may have been accepted, without any reason being given.

In the event of a refusal or failure to comply with these conditions, the events guidelines issued by the London Borough of Bromley, or any reasonable instructions (verbal or in writing) from the council, the hirer may be excluded from the park and obliged to make full payment with respect to hire charges; and will be liable in law for breach of contract, and may lead to legal action being taken by the London Borough of Bromley.

I have read and understood the above Terms and Conditions of Hire and agree to adhere to them during the hire of the park.

I have read and understood the Events Guidelines issued by the London Borough of Bromley and the responsibilities outlined therein.

I agree to act as the named competent person for the event.

I apply to use park / open space as shown on the application form. If my application is accepted I agree to abide by the above Terms and Conditions of Hire. I apply for the insurance specified therein.

I certify that I am over 18.

I understand that I will receive notification of my authorisation or rejection within 28 days of receipt of the Application Form.

Failure to comply with the mentioned conditions may result in legal action being taken by the London Borough of Bromley and/ or the Metropolitan Police.

Specific additional conditions to this event:

Name of Park _____ Date of event _____

Signature of Organiser _____

Name printed _____ Date _____

TERMS & CONDITIONS RELATING TO THE HIRE OF PARKS AND OPEN SPACES OWNED BY THE LONDON BOROUGH OF BROMLEY.

The council reserves the right to refuse any application whatsoever, or terminate any agreement, which may have been accepted, without any reason being given.

In the event of a refusal or failure to comply with these conditions, the events guidelines issued by the London Borough of Bromley, or any reasonable instructions (verbal or in writing) from the council, the hirer may be excluded from the park and obliged to make full payment with respect to hire charges; and will be liable in law for breach of contract, and may lead to legal action being taken by the London Borough of Bromley.

I have read and understood the above Terms and Conditions of Hire and agree to adhere to them during the hire of the park.

I have read and understood the Events Guidelines issued by the London Borough of Bromley and the responsibilities outlined therein.

I agree to act as the named competent person for the event.

I apply to use park / open space as shown on the application form. If my application is accepted I agree to abide by the above Terms and Conditions of Hire. I apply for the insurance specified therein.

I certify that I am over 18.

I understand that I will receive notification of my authorisation or rejection within 28 days of receipt of the Application Form.

Failure to comply with the mentioned conditions may result in legal action being taken by the London Borough of Bromley and/ or the Metropolitan Police.

Specific additional conditions to this event:

Name of Park _____ Date of event _____

Signature of Organiser _____

Name printed _____ Date _____