

## TERMS AND CONDITIONS FOR HIRE OF PARKS AND OPEN SPACES

Please read this document before completing your application form. It must be signed and returned when completing your Park Events Application.

The Council reserves the right to amend these conditions depending on the nature of event being proposed.

Site required: \_\_\_\_\_

Date(s) Site Required: \_\_\_\_\_  
(including arrival and departure dates)

### 1. Introduction

1.1 Set out below are the Terms and Conditions which regulate the hire of a Hackney Park or Open Space. These terms and conditions are designed to protect the interests of the Hirer and the Council and are to the entire exclusion of all other terms and conditions.

### 2. Definitions

2.1 “**Conditions**” means these booking conditions which shall form part of the contract between the Council and the Hirer.

2.2 “**Council**” means the Mayor and Burgesses of the London Borough of Hackney.

2.3 “**Event**” means the purpose for which the Venue has been booked.

2.4 “**Due Date**” refers to the date specified in the Letter of Approval by when any requirements imposed on the Hirer as set out in the letter, are to be met.

2.5 “**Letter of Approval**” means a letter issued by the Council prior to the Event giving directions to the Hirer, setting out requirements to be met before, during and after the Event, as the case may be and a Due Date for meeting the requirements specified therein.

2.6 “**Hirer**” means the company or the representative of the organisation booking the Event. This booking is personal to the Hirer and s/he may not transfer or sublet this consent to any other person.

2.7 “**The Officer in Charge**” (**OIC**) means the person, for the time being appointed by the Council, to enforce the following Terms and Conditions and to be generally responsible for matters concerning the Council, arising out of the hire of the park. The responsibilities of the OIC in no way absolve the Hirer from his/her obligations to the Council under any of these Terms and Conditions.

2.7 “**Venue**” means the location booked for the Event, to include the immediate surrounding area open to the public or as detailed on the application form.

### 3. Application

3.1 All applications for the hire of a Hackney Park or Open Space are to be made on the 'Event Application Form Green Spaces' and are personal to the Hirer. Guidance to completion of the application form is provided in clause 13 of this document.

#### 4. Confirmation

4.1 No application shall be approved until the Hirer receives a Final Letter of Approval from the Council. Hirers should note that the Council accepts no responsibility or liability for the cancellation of an Event due to the refusal of any Temporary Events Notice, Premises Licence or relevant Building Control Permissions.

#### 5. Payment

5.1 **Hire Fee:** The Hirer shall pay the hire fee as set by the OIC by the Due Date to confirm the booking. Failure to pay the full hire fee by the due date may result in cancellation of the Venue hire.

5.2 **Bond:** The Hirer may be required to pay a refundable bond, the amount of which is to be determined by the OIC as well as a Due Date for payment. Failure to pay the bond in full by the Due Date may result in cancellation of the venue hire. Furthermore, only on receipt of full payment by the Council of both the hire fee and any bond to be paid, will the Venue booking be guaranteed.

The Council shall be entitled to set-off the costs of any repairs, additional charges or third party charges incurred by the Council not paid for by the Hirer but for which s/he is liable, against any bond held by the Council and to refund the balance to the Hirer. Any refund of the bond, either whole or in part, will only be done 60 days after the Event has concluded, as damages, additional charges and any third party charges may take some time to be quantified and made known to the Council.

Deductions will also be made if noise reports are not submitted by the deadline set by the Noise Pollution Officer.

5.3 **Cancellation fee:** Should the Hirer cancel the booking less than 14 days prior to the Event date a cancellation fee equating to 25% of the agreed hire fee will be charged by the Council.

5.4 **Additional Charges:** The Hirer shall agree to pay for the full cost of the provision of any services (where available) by the Council, e.g. electricity, water, marking of pitches, litter clearance etc, over and above the hire fee for the Event. The Hirer shall repay to the Council on demand the cost, as certified by the OIC, of re-instating, repairing, replacing or cleansing any part of the Venue if damaged, destroyed, stolen or removed prior to, during or subsequent to the period of hire if related to or by reason of the hiring. The Council's valuation of any damage/loss is final. The Hirer will be advised on of any additional costs and invoiced accordingly. If payment is not received within 30 days the cost will be applied against the refundable bond

5.5 **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be

chargeable on any payments.

5.6 **Invoices:** An invoice shall be sent to the hirer on confirmation of the Event. Cheques shall be made payable to the “**London Borough of Hackney**” and forwarded to the address shown on the invoice by the Due Date.

5.7 **Admin Fee:**  
Applicants submitting an application for any event for over 500 attendees will be required to make a deposit payment of £100.00 at the same time as the submission to cover the cost of the extensive administration required. This amount will be refundable against the cost of the event. However, if the organiser cancels the event this will not be returned and the usual timescales for payment will still apply.

5.8 **Event Health and Safety Contractor:**  
The Events Officer will assess the health and safety implications of each event and determine if an external event Health and Safety contractor should attend. If it is deemed necessary a daily fee will be levied against the event for the contractor's attendance.

## 6. Use of the Venue

### 6.1 **Care of the Venue:**

6.1.1 The Hirer must at all times take good care of the Venue and will be responsible for any damage to the Venue or any part of it, or any equipment or other property of the Council within the Venue, or in the area surrounding the Venue, whether by the Hirer, Event participants or other associated persons or contractors.

6.1.2 The Hirer shall not be permitted to remove or obscure Council notices or placards displayed on the venue without the prior written consent of the Council.

6.1.3 The Hirer shall not interfere with or attach anything to any item of park's furniture.

6.1.4 The Hirer shall not excavate or drill pinning holes into the Venue except with the prior written consent of the Council.

6.1.5 No cooking or fires shall be permitted in the Venue except with the prior written consent of the Council

6.1.6 The property of the Hirer and the Hirer's agents must be removed at the end of the period of hire or by a time and date to be agreed with the OIC. The Council accepts no responsibility for any property left on the Venue before, during or after the hire period. The Council may, entirely at the risk of the Hirer, remove and store any property left by the Hirer in or upon the Venue after the period of hire. The Hirer shall repay to the Council on demand the costs of such removal and storage. The Council shall not be held responsible for any damage to or theft of property by or during its removal or storage. The Council is entitled to remove and sell in such a manner as they think fit any property left at the Venue

not claimed within 28 days of the conclusion of the Event. Subject to the Council's right to set-off any costs incurred in the removal, storage and/or sale of the property, the proceeds shall be refunded to the Hirer.

6.1.7 The Hirer shall not interfere with or make any alteration to the layout of the Venue without prior written consent of the Council.

6.1.8 The Hirer shall not bring, place or erect any sign furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without prior written consent of the Council

6.1.9 The Hirer shall ensure that no noise nuisance shall be caused to occupiers of properties surrounding the Venue. If music is to be performed, regardless if it is recorded or live, the hirer agrees to conduct a noise risk assessment and to formally discuss the Event with the Council's Noise Pollution Officer. The hirer also agrees to comply with any finish time stipulated by the premises licence for the venue or any amended time as stipulated in the Letter of Approval.

The Hirer agrees to become familiar with the 'Noise at Work Regulation 2005' so as to have an understanding of their legal responsibilities to the public and staff in relation to presenting live or recorded music.

6.1.10 The Hirer shall not bring into the Venue any article of an inflammable or explosive nature or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without written consent of the Council.

## 6.2 **Litter / Waste Management**

6.2.1 The Hirer shall ensure that the site is left clear of all litter and refuse on completion of the Event. The Hirer shall note that s/he is responsible for the spread of any litter from the site that is directly attributable to the Event.

6.2.2 The Hirer may employ its own Agents to carry out the collection of litter. The Hirer shall ensure that the Venue is regularly litter picked and that sufficient bins or skips are made available. Should the site not be cleaned to the satisfaction of the OIC, a further charge shall be levied for the clearance of any remaining litter.

6.2.3 All litter and refuse generated by the Event shall be removed from the Venue by the Hirer. The hirer agrees to pay the cost if the Council is required to dispose of litter or refuse left by the hirer at the venue.

6.2.4 The Hirer shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system or on the Venue. The hirer agrees to pay the cost if the Council is required to dispose of any unwanted liquids left at the venue.

6.2.5 The Hirer is not permitted to use any glass containers or receptacles for the duration of their event

## 6.3 **Vehicles**

6.3.1 Vehicle access for all venues shall be via the vehicle access gates agreed with the OIC.

6.3.2 Only essential vehicles shall be allowed to visit or park on Event sites. The

number of vehicles shall be agreed prior to the Event with the OIC and the Hirer shall provide the OIC with a list of owner's details on request. All other vehicles shall not be granted permission to enter the park.

- 6.3.3 The Hirer shall ensure that banks men are used to safely navigate vehicles into the venue ensuring maximum speed limits are adhered to. No vehicles are parked or driven across any public footpath located within the Venue without the prior written consent of the Council.
- 6.3.4 The Hirer shall ensure that no vehicles drive on the grass without prior permission of the Council. Vehicles shall be parked on boards / tarmac at all times.
- 6.3.5 Vehicles that are given permission to drive onto / out of the site shall be driven carefully, at no more than 5 mph and with hazard lights flashing. Vehicles shall avoid driving under the canopy of trees, making tight turns, rapid breaking or acceleration. The aim is that there is reduced risk of injury to patrons and or damage to Council property.
- 6.3.6 The Hirer shall ensure that no vehicles park next to the base of trees, even on tarmac areas. The following requirements for the distance of vehicles from the base of trees shall be:  
Cars – 4 metres  
Vans, caravans – 5 metres  
HGVs, coaches, plant vehicles and generators – 7 metres
- 6.3.7 The Hirer shall ensure that all his employees and Agents are briefed on the conditions relating to vehicle access / egress.
- 6.3.8 It is the responsibility of the Hirer to liaise with the OIC and Police regarding the impact the Event may have on traffic management in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and Police regarding traffic management.
- 6.4 **Care of the Grass Areas / Trees**
- 6.4.1 See Vehicles 6.3.4; 6.3.5 & 6.3.6
- 6.4.2 No stores e.g. pallets or stacked flooring shall be unloaded onto grass areas. All stores shall be unloaded onto tarmac.
- 6.4.3 No plastic or rubber carpet underlay shall be placed on the grass at any time.
- 6.4.4 Coconut matting or similar materials shall not be laid on the grass for more than 3 days.
- 6.4.5 All wooden flooring shall incorporate an air gap of a minimum of 10cm. No wooden flooring shall be laid on the grass for more than 10 days.
- 6.4.6 The Hirer shall ensure that no poles or stakes are driven into the ground without prior permission from the OIC. This does not include structure fixing pins.
- 6.4.7 No structure fixing pins shall be used beneath any tree canopy. No structure

shall touch or interfere with any tree canopy.

- 6.4.8 No tree or shrub shall be pruned under any circumstance.
- 6.4.9 No cooking or fires shall be permitted on grass areas unless suitable protection is laid on the grass first, and permission has been sought from the OIC prior to the Event.
- 6.4.10 No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 6.4.11 If extreme weather conditions are experienced prior to, or during the Event, the OIC reserves the right to place grass areas out of bounds to the Hirer, relocate the Event elsewhere in the Park, and in the worst case scenario, cancel, close or change the date of the Event.
- 6.4.12 Any damage caused to the grass or trees as a direct result of the Event will be charged to the Hirer. The cost of the repair shall be determined by the Council's Parks Department and shall be non-negotiable.
- 6.4.13 Council reserves the right to instruct Event organisers to barrier-off areas under trees when an Event expects large attendance numbers. This is to avoid damage to trees by compaction of the soil and roots under the canopy of trees. Council staff will provide advice as how best to manage the issue of heavy foot traffic under trees.

## 6.5 **Toilets**

6.5.1 The Hirer shall provide at his/her expense temporary sanitary accommodation for the number of people attending the Event. Requirements shall be agreed with the OIC and should correspond with the recommendations in 'The Event Safety Guide' published by the HSE (Health & Safety Executive).

6.5.2 Toilet requirements for an Event are listed below

Females: 1 Toilet per every 50

Males: 1 Urinal per 150  
1 Toilet per 1<sup>st</sup> 100  
2 Toilets per 101 – 500  
3 toilets per 501 – 1000

Caterers 1 Toilet – hot and cold water, soap, hand dryer

For an event of:

6 Hours + Full quota of toilets

4 Hours + 80%

3 – 4 Hours = 75%

Less than 3 Hours = 70%

6.5.3 The Hirer must ensure that all users of the Venue whether Event participants or not have unrestricted access to any permanent public toilets located within the Venue.

## 6.6 **Stewards**

6.6.1 The Hirer is responsible for the administration, organisation and running of the Event and for having sufficient stewards and officials to fulfil these conditions. Numbers will be agreed with the OIC, based on the number of people expected to attend the Event. The OIC normally requires 1 steward for every 100 members of the public in attendance.

- 6.6.2 The Hirer shall be responsible for the health and safety of his employees' and Agents' and their compliance with the provisions of the Health and Safety at Work Act 1974, the Environmental Protection Act 1990 and the Environmental Act 1995 and all supplemental legislation and guidance.
- 6.6.3 The Hirer is responsible for the supervision and control of Event participants, officials, visitors and spectators. Adequate stewarding is to be maintained to ensure no disruption is caused to other users of the park or open space.
- 6.6.4 Event stewards should be clearly identifiable.
- 6.6.5 Event stewards shall also be thoroughly briefed about the Event and the terms and conditions of using the venue.
- 6.7 **Fun Fairs**
- 6.7.1 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details of all side shows and rides prior to the due date and shall comply with and ensure that the operators of the rides comply with the guidance given in the publication *Fairgrounds and Amusement Parks – Guidance on Safe Practice* published by the Health and Safety Executive and all other statutory requirements.
- 6.7.2 Where the Council has agreed that the Venue shall be used for a fun fair then the Council will check the fun fair operator's details with the Health and Safety Executive (HSE).
- 6.8 **Right of Entry / Access**
- 6.8.1 The Hirer shall ensure that pedestrians are allowed to access along any public footpath located within the Venue.
- 6.8.2 Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 6.8.3 The Council reserves the right to refuse admission to or evict any person from the Venue.
- 6.8.4 The Council reserves the right to fix a maximum limit for the number of persons attending the Event.
- 6.9 **Electricity / Generators**
- 6.9.1 The Hirer shall obtain approval from the Council for the use of generators at the Event. If such approval shall be granted the Hirer must ensure that any generators permitted at the Event are operated in a safe manner and are segregated from the public or are protected by suitable covers or barriers, so as to prevent access by members of the public.
- 6.9.2 All electrical works carried out by the Hirer or his Agents shall be carried out by a competent and qualified electrician who shall remain on site whilst the Event is open. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994; this may be inspected at any time by the OIC or personnel from Building Control.

- 6.9.3 All generators shall be silent running.
- 6.10 **Water**
- 6.10.1 The Hirer may request connection to the Parks water supply and mains drainage systems. A metered standpipe will be provided. Please note this is not possible in all sites and arrangements will be advised by the OIC.
- 6.11 **First Aid**
- 6.11.1 The Hirer shall ensure that he provides sufficient first aid cover for the Event. Voluntary organisations such as the St Johns Ambulance and the Red Cross should be approached to give advice on the level of cover required for the Event.
- 6.11.2 The Hirer shall ensure that a clear route, at least 5 metres wide, runs throughout the Event to allow for access by emergency vehicles.
- 6.12 **Children**
- 6.12.1 The Hirer shall ensure that any Event involving children, fully considers the welfare of those children taking part. The Hirer shall ensure that he complies with the provision of the Children's Act 1989.
- 6.13 **Animals**
- 6.13.1 The Hirer will not allow at the Event any exhibition, performance or entertainment involving or which makes use of animals without first obtaining consent from the Council in writing. The Authorised Officer may at any time prior to or during the Event withdraw such consent should it be deemed necessary or appropriate at the time. "Animal" shall have the meaning as defined in section 1 of the Animal Welfare Act 2006.
- 6.13.2 The Authorised Officer may prohibit the exhibition, performance or use of any animal at the Event which they consider may pose a danger to the public. The Hirer agrees that the Authorised Officer is not an expert in animals or animal behaviour and any failure to prohibit the exhibition, performance or use of an animal does not absolve the Hirer from responsibility for exercising control over the animal or from liability for damage or injury attributed to the animal. The Hirer shall at all times be the party responsible for the animal.
- 6.13.3 Event Holders may use only the animals which they have listed on the Event Application form and any updates to that list, which must be submitted to the Authorised Officer for approval at least 7 days before the animals are to be brought to the Site. Copies of all relevant licences / registration documentations for each animal must be provided with the application form.
- 6.13.4 No person shall exhibit or bring to the Event any performing animal unless he is licensed or registered in accordance with the Performing Animals (Regulation) Act 1925.
- 6.13.5 No animal shall be sold or given as a prize at the Event without the prior written consent of the Council.
- 6.13.6 No animal show or entertainment of an indecent or offensive nature shall be presented



6.13.7 The Hirer shall be responsible for the welfare of the animals, which are to be transported, housed, fed and displayed to the public in a manner suitable and appropriate to the animals' needs. The Hirer shall furthermore at all times abide by the obligations and the duty of care imposed on him by the Animal Welfare Act 2006.

6.13.8 The Hirer shall at all times allow officers of the Council, persons authorised by the Council and / or the RSPCA to inspect the conditions of transit, accommodation, exhibition and performance, and the welfare of animals being held at the Venue. Should the Hirer fail to comply with any requirement made by any such officer after written notice from the Authorised Officer the Authorised Officer may treat the Agreement as repudiated

6.13.9 Should the Council incur any expenses, either directly or indirectly, resulting from the use of animals by a Hirer, it shall be entitled to set these costs off against any deposit or other monies it may hold or to claim these expenses from the Hirer as a debt. These costs shall include, but not be limited to feeding, housing, relocating, destroying and/or disposing of an animal or animals as well as the use of medical and other professional personal should it be necessary.

6.14 **Public Address Systems**

The use of any public address system at the Event must be first agreed in writing by the Council and must be operated so as not to cause a noise nuisance in breach of Clause 6.1.9. Any event that is proposing to use a Public Address System must make contact with council's Environmental Health Department. Ph 020 8356 4911

6.15 **Fly Posting**

The Hirer shall not "fly post" any bill or advertisement in connection with the Event. "Fly posting" is an offence and as such the Council is empowered to take proceedings against offenders.

6.16 **Caterers**

All caterers at the Event must comply fully with the requirements of the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995 and any amendments thereto and comply with all instructions given by the Environmental Health Officer / OIC.

6.17 **Commercial Traders**

No commercial traders will be permitted to trade at the Event without the prior written consent of the Trading Standards Officer /OIC

6.18 **Collections / Lotteries**

No collections, games of chance, sweep stakes, lotteries or betting of any kind may be conducted at the Venue without the prior written consent of the Council / Licensing Officer

**7. Permits and Licenses**

7.1 **General**

7.1.1 The Hirer shall ensure that any license, permit or other consent which may be required is obtained, whether from the Council or otherwise, before the Event may take place and shall, where requested, produce to the Council on demand

copies of such license, permit or consent. If any such license, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.

7.1.2 When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.

7.1.3 Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any license (e.g. Premises Licence, Temporary Events Notice).

## 7.2 **Building Control**

7.2.1 Certain temporary structures shall require inspection by a Building Control Officer. Examples of these are gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 meters high.

7.2.2 Any event that requires a Building Control inspection may be subject to a fee for the inspection. The Hirer shall ensure that he contacts the Council's Building Control Service to seek advice where necessary. Ph 020 8356 8124

7.2.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations.

## 7.3 **Public Events**

7.3.1 Events that are open to the general public may require inspection by an Environmental Health Officer, particularly those that are operating under a council / own Premises Licence, providing food and drink and PA systems.

7.3.2 The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Disability Discrimination Act 1995.

7.3.3 The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with instructions issued by an Environmental Health Officer, Building Control or Police.

## 7.4 **Premises Licence**

7.4.1 The London Borough of Hackney holds a number of Premises Licences for a selected number of parks within the Borough. Third parties are able to conduct licensable events under these overarching Premises Licences, but must adhere to the conditions of the licence they are operating under. In general terms the following activities are deemed licensable.

- Public music or public music and dancing;
- Public performance of plays (including opera and ballet);
- Certain film exhibitions.

7.4.2 Information about applying for a Premises Licence or Temporary Events Notice (TEN) can be obtained from:- The Licensing Department Hackney Council, 263 Mare Street E8 3HT (020 8356 4971)

## 7.5 **Liquor Licence**

7.5.1 No site in Hackney is licensed for the sale of alcohol. Permission must be sort from the Council by applying for a Temporary Event Notice from the Licensing Officer, Limited to 12 per site, per year.

## 8. **Health & Safety**

8.1 The Hirer agrees to undertake a risk assessment for the Event and is to ensure that all participants and contractors comply with all relevant Health and Safety legislation or any other guidelines, relevant thereto at all times during the Event and while preparing and clearing the Venue for the Event. Copies of the risk assessment must be available for inspection by the Council and/or any other

relevant body, e.g. Health and Safety Executive. If deemed appropriate by the council the hirer will pay for the services of an external Health and Safety Officer to be present for the duration of the event.

8.2 The Hirer is to ensure that all staff have received adequate training and are competent to use any equipment they will be using as well as any emergency equipment they may need to use.

8.3 Larger events may require perimeter fencing to ensure maximum attendance numbers are not breached. Council reserves the right to enforce this condition if it deems it necessary for the health and safety of the Event attendees, Event staff and general public.

8.4 For Larger events or as required by the Events Officer, the hirer agrees to pay for the provision of a council appointed Health and Safety Officer and if necessary a noise pollution officer to attend their event to ensure all conditions set by the HEAT panel are adhered to.

## **9. Indemnity and Insurance**

### **9.1 Indemnity**

9.1.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) or sustained by any person at the Venue.

9.1.2 The Hirer is responsible for all safety aspects of the Venue prior to, during or subsequent to the Event and must accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person(s) in the Venue, which may be attributable to any act or omission on the part of the Hirer, his agent, employees, contractors or sub-contractors

9.1.3 The Hirer agrees to indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the hire or use of the Venue, including in respect of any death or personal injury, loss of or damage to property, financial loss or any other loss which is caused directly or indirectly by any act or omission of the Hirer, his agent, employees, contractors, sub-contractors or animals or other living creatures used by the Hirer at the Event.

9.1.4 The Hirer agrees to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to persons or property engaged by or assisting the Hirer.

### **9.2 Insurance / Public Liability**

9.2.1 The Hirer agrees to take out Public Liability Insurance Cover. The relevant limits of indemnity shall be an amount approved by the Council and under no circumstances shall be less than £5,000,000 (five million pounds) and the Council reserve the right to require a higher limit if deemed necessary.

9.2.2 If an inflatable is to be used as part of the Event, the Hirer shall ensure that the

owner/operator has Public Liability Insurance Cover of a minimum of £5,000,000 (five million pounds). The Council reserves the right to require a higher limit if deemed necessary.

9.2.3 If the Hirer intends exhibiting or using animals or other living creatures at the Event, he shall ensure that the Public Liability Insurance Cover is endorsed to reflect that the cover extends to the use of the animals and creatures concerned.

9.2.4 The Hirer may be required to produce evidence of the existence of Public Liability Insurance at such level as required by the Council in respect of any exhibitor, ground entertainer, sub contractor, caterer, etc. whom the Hirer has instructed or authorised to appear at the Event. Under no circumstances shall this be less than £2,000,000 (two million pounds) and the Council reserves the right to require a higher limit if deemed necessary.

9.2.5 The Council may require the Hirer to provide certificates of insurance or other documentation as proof of the insurance required under clauses 9.2.1 to 9.2.3 and failure to provide proof of insurance cover as required on or before the Due Date shall entitle the Council to cancel the Event, such decision being solely the right of the Council.

## **10. Variations to the Agreement**

The Council reserves the right to vary the conditions of the agreement between the Council and the Hirer at any time on 7 days notice. Any variations so made shall be deemed to be incorporated in these Conditions. The Hirer may, within 7 days of receipt of such notice, terminate this agreement.

## **11 Force Majeure**

Neither party shall be liable to perform its obligations under the Contract if such failure results from circumstances beyond the parties' reasonable control.

## **12 Applicable Law**

English law is the law applicable to this Agreement and the parties submit to the exclusive jurisdiction of the English courts.

### **Final Approval**

Your event is not approved until you receive a final approval letter. The final approval letter will be sent to you once you have satisfied all the legislative requirements of running an outdoor event in a satisfactory manner.

## **13. Guidance for Completing the Application form**

(Reference to the relevant section of the Application form is shown in bold)

13.1 **Part 1 Hirer Details:** This section requires the Hirer and/or Organisation details. The booking is personal to the Hirer (see clause 2.5 in this document)

13.2 **Part 2 Event Details:** The Hirer is required to give a description of the Event detailing the target audience, how the event will be advertised and how the event will benefit the local community. It is important that as much information as

possible is provided about the proposed event. The application should detail if there will be live music, the number of stages and or caterers and any other activity that you wish to host at your event. After the application has been submitted, no additional items may be included.

13.3 **Part 3 Occupancy Details:** This section requires exact dates and times of the Event. These may not be changed after the application has been submitted. You must also indicate clearly set-up and break-down occupancy dates.

13.4 **Part 4 Attendance:** This section requires the approximate number of people expected to attend the Event and whether or not it will be open to the general public. If the Event has been held before, it is important that you inform us of the numbers that attended the most recent event held. If live music or entertainment is to be included as part of the Event this needs to be indicated here. It is possible, with approval, to operate under council's overarching premises licenses at certain venues. Stand-alone Premises Licences or Temporary Events Notices can also be applied for through licensing department (See clause 7.4 in this document).

13.5 **Part 5 Event Elements:** This section lists the items required for inclusion on your Events Site Plan. This section requires exact dates and times of the Event. These may not be changed after the application has been submitted. You must also indicate clearly set-up and break-down occupancy dates.

13.6 **Part 6 Entrance Arrangements:** This section requires details of any entrance fees, advance tickets and/or the selling of programmes.

13.7 **Part 7 Event Category:** This section requires the Hirer to state the type of Event (e.g. charity, commercial, community etc). Please note a Park User Group Event is a formally represented group that is supported by Hackney Council. Park User Group events applications need to come from the Park User Group Chair.

13.8 **Part 8 Licensing:** This section requires information on all the licensable activities taking place at your event. It is important that you tick the appropriate elements so that advice can be given on the appropriate licence required.

13.9 **Part 9 How Will My Application progress:** This section outlines how the Event application works and the approval process.

13.10 **Part 10 Deadlines:** Highlights the various deadlines associated with the Event application process and HEAT (Hackney Events Action Team) attendance for Event organisers.

13.11 **Part 11 Returning This Form:** This section provides information how returning the application form and where you can find more information to support with your event documentation submission. The application is your expression of interest in holding an event in a Hackney Park or Open Space. Until a final approval letter is received your event has not been finally approved.

13.12 **Part 12 Confirmation of Agreement to Terms and Conditions:** It is important that the event application form is signed along with a copy of the terms and conditions. Your application will not be processed if this is not completed

I have read and understood the foregoing Terms and Conditions and agree to comply with them.

Signed:

Date:

\_\_\_\_\_

\_\_\_\_\_

Print name :

\_\_\_\_\_

Name of Organisation or Company: \_\_\_\_\_

Position held in Organisation or Company: \_\_\_\_\_

Please ensure that you have read and understood the above Terms and Conditions. It is a requirement that a signed copy is returned along with your Park Events Application Form.

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