



Terms and Conditions of Hire – February 2020 Haringey Council Managed Parks and Open Spaces

1. Introduction

- 1.1 Set out below are the Terms and Conditions which regulate the hire of a Haringey 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.

NB Events are in law considered as 'work'. The hirer is therefore required to comply with English Law in particular the Health & Safety at Work Act 1974 and all associated EC directives. Hirers should also take particular note of: the Children's Act 1989, the Disability Discrimination Acts 1995 & 2005, the Equality Act 2006, the Environmental Protection Act 1990 and the Environmental Act 1995.

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 Haringey.
- 2.3 **"Event"** means the purpose for which the Venue has been booked.
- 2.4 **"Due Date"** means 14 days prior to the Event.
- 2.5 **"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.
- 2.6 **"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 Haringey Park or Open Space are to be made on the Application form and are personal to the Hirer.

4. Confirmation

- 4.1 No application shall be accepted until the Hirer receives a letter of confirmation 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 Premises Licence, Temporary Event Notice, Building Control Permissions or failure to comply with instructions issued by an Environmental Health Officer.

5. Indemnity and Insurance

- 5.1 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.
- 5.2 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.

No application shall be accepted until the Hirer signs and returns the Council's Indemnity Form.

- 5.3 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 reserves the right to require a higher limit if deemed necessary. The Hirer will be required to produce evidence of such insurance.
- 5.4 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. The Hirer will be required to produce evidence of such insurance if required.
- 5.5 The Hirer will 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 £5,000,000 (five million pounds) and the Council reserves the right to require a higher limit if deemed necessary.
- 5.6 Failure to provide proof of insurance cover as required prior to the due date will lead to cancellation of the Event.

Event organisers shall demonstrate insurance cover for all employees and sub-contractors of not less than £5 million in respect of The Employers Liability (Compulsory Insurance) Act 1969.

- 5.7 **Equipment Insurance:** The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the event.

6. Payment

- 6.1 Hire Fee:** The Hirer shall agree to pay the hire fee as laid down in the letter of confirmation and invoice.
- 6.2 Deposit:** The Hirer shall be required to pay a non-refundable deposit of 25% of the hire fee to secure the booking. If payment of this deposit is not received by the date shown on the letter, the Council shall automatically cancel the application. In addition, the Hirer may also be required to pay by the due date, a grounds damage deposit against site damage and additional charges. A scale of charges is available upon request. This will be returned less any charges made for site damage or additional charges incurred by the event.
- 6.3 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, over and above the facility fee for the Event.

The Hirer shall repay to the Council on demand the cost, as certified by the OIC, of re-instating, repairing or replacing or cleansing any part of or property in 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.

Circuses shall agree to pay all Veterinary fees relating to the Corporation of London animal inspections prior to and during the period of the booking.

Any other additional costs incurred by the Council will be charged to the hirer via an itemised invoice. The hirer has 7 days to contest the charges, after which either payment should be made or the amount will be deducted for any site bond due for repayment.

- 6.4 Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- 6.5 Invoices:** An invoice shall be sent to the hirer on confirmation of the event. Cheques shall be made payable to the "London Borough of Haringey" and forwarded to the address shown on the reverse of the invoice.

7. Right of Entry / Access

- 7.1** The Hirer shall not enter the site until all pre-event site meetings and obligations have taken place.
- 7.2** The Hirer shall ensure that pedestrians are allowed to access along any public footpath located within the Venue.
- 7.3** Authorised Council Officers or Members shall be permitted entry to the Venue at all times during the period of hire.
- 7.4** The Council reserves the right to refuse admission to or evict any person from the Venue.
- 7.5** The Council reserves the right to fix a maximum limit for the number of persons attending the Event.

- 7.6** Hours of work are restricted to 07:00 to 22:30hrs, except for dismantling, which may take place until midnight on the last day of the event

8. Permits and Licences

8.1 General

- 8.1.1** The Hirer shall ensure that any licence, 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 licence, permit or consent. If any such licence, permit or consent has not been obtained, the Council reserves the right to cancel the booking forthwith.
- 8.1.2** When promoting the Event, the Hirer will be responsible for exhibiting all necessary permits during the Event.
- 8.1.3** Pyrotechnics or fireworks are not permitted without the written consent of the Council.

8.2 Building Control

- 8.2.1** 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 metres high.
- 8.2.2** 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.
- 8.2.3** The Council accepts no responsibility or liability for the cancellation or closure of the event due to failure to comply with Building Control Regulations.

8.3 Premises Licence or Temporary Event Notice (attendance less than 500 people)

- 8.3.1** A licence, issued by the Council, shall be required for any of the following forms of public entertainment:
- Supply of alcohol
 - Performance of live or playing of recorded music
 - Performance of dance or a play (including opera and ballet)

Please refer to the Haringey Parks Events Guide

- 8.4** Where a Circus exhibits or has acts involving the performance of animals, the event coordinator shall be a compliant member of the Association of Circus proprietors and shall produce proof of membership and a copy of the current rules on request by the Officer in Charge.

9. Health & Safety

- 9.1 The hirer has a legal duty to comply with the Health & Safety at Work Act 1974 and all associated EC directives.
- 9.2 The Hirer agrees to supply an '**Event Safety Management Plan**' – refer to Haringey Parks Event Guide, which includes evidence of having undertaken 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.
- 9.3 **Central Control Point:** The Hirer is required to have a central control point from which to direct event operations. This place may also contain a public address system (PA) for making announcements, e.g. emergency evacuation, lost children, staff calls or event programme. The power output of the PA shall not cause unnecessary noise to other park users and park neighbours.
- 9.4 **First Aid:** The Hirer shall ensure that he provides sufficient first aid cover for the event. A supply of mains or potable water must be made available for First Aid purposes.
- 9.5 **Reporting of Injuries and Dangerous Occurrences:** The Hirer shall inform the OIC or Parks Police of any serious injury, or dangerous occurrence as defined under RIDDOR 1995.
- 9.6 **Water:** The Hirer may request connection to the Parks Water supply and mains drainage systems. Please note, this is not possible in all sites and arrangements will be advised by the OIC.
- 9.7 **Fun Fairs**
- 9.7.1 Where the Council has agreed that the Venue shall be used for a fun fair then the Hirer shall supply full details including all inspection certificates 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.
- 9.7.2 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.
- 9.8 **Circuses**
- 9.8.1 Circuses shall ensure compliance of the Animal Welfare Act 2006 and any subsequent amendments with particular regard to the 5 Freedoms of Animal Welfare:
- Freedom from thirst and hunger
 - Freedom from discomfort
 - Freedom from pain, injury and disease
 - Freedom to express normal behaviour
 - Freedom from fear and distress

9.8.2 A circus may only allow domesticated animals on site for performance or exhibition. A circus may only use the animals listed on the application form. Any changes must be notified in writing at least 7 days before the animals are brought on site. The Officer in Charge may prohibit the exhibition or performance of any animal which s/he does not consider to be domesticated.

9.8.3 The Hirer shall at all times allow officers of the Council, the City of London Veterinary Officer and / or the RSPCA to inspect the conditions of transit, accommodation, exhibition and performance and the welfare of animals being held on site.

Should the Hirer fail to comply with any requirement made by any such officer after written notice from the Officer in Charge, the Officer in Charge may treat the Conditions as repudiated.

9.8.4 No show or entertainment of an indecent or offensive nature shall be given.

If the officer in Charge issues a notice prohibiting any operation, show, act, exhibition or entertainment which s/he considers or is likely to be offensive to the public, or is causing or likely to cause an annoyance, failure to comply with the notice shall be a repudiation of the Agreement.

9.8.5 Circus Tents and Marquees: shall conform to BS /EU standards and should be erected and set down by competent persons. All health and safety regulations and guidelines apply to their use including lighting, fire, refuse, exits.

Circus tent exits shall be agreed with the Building Control Officer. The exits shall consist of 2m high framed openings having a clear width of at least 1.5m and shall be at least as wide as the gangways that lead to them.

The main entrance to the Circus tent and all exits shall be clearly sign posted with a "Running Man" and the sign shall be no less than 200mm high. All gangways and exits shall be kept well clear of obstructions.

Smoking is not permitted inside the Circus Tent, or in any other associated tent. Conforming NO SMOKING signs shall be exhibited to the satisfaction of the Fire Officer.

No petrol vehicle shall be parked within 15m of the Circus tent during the presence of the public.

Any tent other than the Circus tent shall be sited at least 12m from the main tent and any associated wardrobe caravans shall be sited at least 6 m from the Circus tent. Any covered connection with the Circus tent shall be of non-combustible or flame proof material.

- 9.8.6** Circus fences and barriers: the barrier to enclose the site shall be at a distance of not less than 7m from the perimeter of the main tent.

Openings shall be provided having an overall width at least equal to the total width of all the exits from the Circus tent.

The line of exit between the Circus tent and peg-lines shall be fenced.

9.9 Vehicles

9.9.1

- Vehicle access for all venues shall be via the vehicle access gate agreed with the OIC. For Finsbury Park this is via Hornsey Gate only.
- Safe vehicle routes within the venue shall be agreed with the OIC at the pre-event meeting.

The Hirer shall ensure that a clear route, at least 5 metres wide, runs throughout the event to allow for access by emergency vehicles.

- 9.9.2** 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. Any other vehicles shall not be permitted to enter the park.

9.9.3

- The Hirer shall lay down trackway/ portable roadway across the grass from the site entrance into the site for vehicular access and egress and make good/ replace all disturbed surfaces upon conclusion.
- Permitted vehicles shall be driven with hazard warnings lights showing at no more than 5 mph. Vehicles shall avoid driving under the canopy of trees, or make tight turns, which can damage grass / footpaths. Vans/lorries reversing must employ a banksman.
- Finsbury Park: the regulations relating to the Conduct of Drivers are shown on the back of the Finsbury Park map.

- 9.9.4** The Hirer shall ensure that all his employees and Agents are briefed on the conditions relating to vehicle access and are given a map of the park.

- 9.9.5** It is the responsibility of the Hirer to liaise with the OIC and Police regarding the impact the Event may have on traffic arrangements in the vicinity of the Venue. The Hirer agrees to comply with any requirements of the Council and Police regarding traffic management.

9.10 Stewards

9.10.1

- The Hirer is responsible for the supervision and control of events, 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.

- The OIC normally requires 1 steward for every 100 members of the public in attendance.
- Event stewards should be clearly identifiable.
- Event stewards shall also be thoroughly briefed about the event and the terms and conditions of using the venue.
- For events where Security / Door staff are employed, these persons must be registered by the Security Industry Authority (SIA).
- The Hirer shall ensure that s/he and all employees/volunteers behave in a polite and courteous manner and refrain from behaviour likely to cause offence to employees of the council or general public, and are not under the influence of drink or drugs whilst on duty.
- The Council shall be entitled to require the Hirer to remove from the performance any of its employees/volunteers or sub-contractors whose behaviour is causing offence
- Circuses: At least 1 steward shall be constantly stationed at every exit from a Circus tent during a performance. Similar attendants shall be stationed at any exit gate which is kept closed within the barrier enclosing the site.

9.11 Toilets

- 9.11.1** The Hirer shall provide at his/her expense temporary sanitary accommodation for the number of people including wheelchair users attending the Event. Refer to Events Guide for toilet ratios.
- 9.11.2** The Hirer must ensure that all users of the Venue whether event participants or not have unrestricted access to any permanent or temporary public toilets located within the Venue.

9.12 Electricity

- 9.12.1** 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 at the Hirer's cost. All generators shall be diesel fuelled and silent running.
- 9.12.2** 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.

9.13 Caterers

- 9.13.1** 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.

9.13.2 The arrangements for food shall be subject to any requirements of the Council's Environmental control service (Food Group). No petrol generators shall be allowed on site.

9.13.3 BBQ's must be placed behind vendor, not between them and the customer. **9.13.4** All food vendors will have their own sinks.

9.14 Fly Posting

9.14.1 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.

9.15 Commercial Traders

9.15.1 No commercial traders will be permitted to trade at the Event without the prior written consent of the Council.

9.16 Collections / Lotteries

9.16.1 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.

9.17 Noise Nuisance

9.17.1 The Hirer shall ensure that noise levels remain within acceptable levels, generally 75db, when 10 metres from the event site.

10. Use of areas

10.1 No stores e.g. pallets or stacked flooring shall be unloaded onto grass areas.

10.2 No plastic or rubber carpet underlay shall be placed on the grass at any time.

10.3 Coconut matting or similar shall not be laid on the grass for more than 3 days.

10.4 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 5 days.

10.5 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.

10.6 No structure shall touch or interfere with any tree canopy. No fixing pins shall be used beneath any tree canopy, or on any pathway.

10.7 No tree or shrub shall be pruned under any circumstance.

10.8 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.

10.9 No fuel, chemical or other substance shall be placed where it may harm the grass.

- 10.10** If extreme weather conditions are experienced prior to, or during the event, the OIC may relocate the event elsewhere in the Park, and in the worst-case scenario, cancel, close or change the date of the event.

11. Property not Removed

- 11.1** The Council may 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 and property left at the Venue as a result of the hiring not claimed within 28 days. The proceeds of sale of which shall be the Council's.

12. Variations to Agreement

- 12.1** 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.

13. Cancellation

- 13.1** All cancellations by the Hirer must be made in writing to the Officer in Charge at any time prior to the On Site Time. If the Council receives a notice of cancellation more than twenty-eight (28) calendar days prior to the On Site Time, then no Hire Fee shall be payable. If the Council receives a notice of cancellation less than twenty-eight (28) calendar days prior to the On Site Time, then 50% of the Hire Fee shall be payable. If the Council receives a notice of cancellation less than seven (7) calendar days prior to the On Site Time, then the entire Hire Fee shall be payable.

14. Sustainable events

- 14.1** Haringey Council want all events taking place to be as sustainable as possible. This could include reducing or banning single use plastics from your event, using products produced ethically, and / or looking at reducing waste etc.

All applicants are required to consider how this can be achieved, and detail this within their Event Management Plan.