

Please Note:

These terms and conditions apply to those wishing to Hire Council Owned and/or Managed Land, in particular those wishing to hold an 'Event' on such land.

These terms and conditions do not apply to those wishing to hire sports pitches. For more information regarding sports pitch bookings please email: events@hounslow.gov.uk

These terms and conditions do not apply to organisers of street events or any events utilising or impacting on the London Borough of Hounslow's (LBH) Highways and Transport network. If you want to close a street or if any part of your event takes place on the highway, you must contact: trafficorders@hounslow.gov.uk for more information.

Please also refer to the Council's associated Hire of Council Owned and/or Managed Land Event App homepage for additional guidance 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 Event App (found at: <https://www.eventapp.org/hounslow/>), 'Hire of Council Owned and/or Managed Land Supplementary Information Guidance' and the Final Approval.

"Event App" means the web-based 'Hire of Council Owned and/or Managed Land - Application Form,' to which these terms & conditions apply and can be found at: www.eventapp.org/hounslow.

"Council" means the London Borough of Hounslow (LBH) or its representatives, Lampton GreenSpace 360 (GS360)

"Event" means either a gathering of 100 or more persons; where Infrastructure is brought to the Site; or where activities are proposed (licensable or other) which may constitute an event (at the discretion of the Park Events team). The term shall also encompass any 'activities' taking place at the main 'Event' during the Hire Period.

"Final Approval" means that formal written consent for the Hire to proceed has been issued by the Council, in the form of a 'Final Approval Letter'.

"Hirer" means the individual or organisation responsible for the hire, as named on Event App.

"Hire Fee" means the fee payable by the Hirer, under the Agreement.

"Hire Period" means the period during which the agreed hire will begin and end as set out in the Final Approval Letter.

"Infrastructure" means any physical structure or equipment.

"Park Events" means the Council's Events service within the Parks and Open Spaces Department.

"Site" means the LBH Park or Open Space, or designated areas within a Park or Open Space, as specified on the Event App, or otherwise agreed in writing between the Hirer and the Council.

"Supporting Documents" refers to the additional information to support the application, as defined in section 6 of Event App.

"Supplier" means any company 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, the Hirer must complete and submit an Event App together with the required Supporting Documents.

1.2 . The Council shall require as much Supporting Documents 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 Supporting Documents must include the essential information as detailed in section 6 of Event App.

1.3. The completed Event App together with the Supporting Documents must be submitted in accordance with the timescales shown below.

- An event with attendance of 0 – 499 requires a minimum of 2 months' notice.
- An event with attendance of 500 – 4,999 requires a minimum of 4 – 6 months' notice.
- Events that contain funfairs, circuses, have an attendance of 5,000 or above, or wish to sell alcohol require a minimum of 8 months' notice.

In some cases, applications may be accepted with less notice. This is at the discretion of the Park

Events Team and is unlikely during busy periods.

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 Event App 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 to the Council for consideration.

1.6. The Hirer is required to inform Park Events 8 weeks prior to the commencement of the hire period, about all Event activities (Section 4, Part A of Event App) and Infrastructure and vehicles (Section 4, Part C of Event App), proposed to take place on, or be brought to the Site as the case may be.

1.7. The Council will give its approval for the Event to proceed at the Site by issuing a formal letter to the Hirer 'Final Approval Letter'. The Hirer must hold a copy of the Final Approval Letter whilst on Site during the Hire Period.

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, agents or anyone acting on its behalf will, 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. Where requested by the Council, the Hirer shall provide the details and contact information of any Suppliers being used by the Hirer in connection with the Event. The Hirer must comply with this request by the deadline set by the Council.

2.3. The Hirer shall, and shall ensure that its Supplier(s), observe and perform all of the Council's requirements relating to the Agreement.

2.4. The Hirer shall utilise the Site in such a way as to allow for easy access and evacuation in the event of an emergency.

2.5. 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.

2.6. The Hirer will report any incidents, accidents or health and safety issues to Park Events as soon as is reasonably practicable and complete accident/incident forms as required.

2.7. The Hirer shall not affix or install any equipment or Infrastructure at the Site unless this has been identified in the Event App and the Hirer has been 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. The applicant and his/her associates may not be permitted to hire Council owned/managed land again, at the Council's sole discretion.

2.8. 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).

2.9. The Hirer is not permitted to bring vehicles onto the Site, without the prior written consent of the Council.

2.10. Any electrical installations made by the Hirer at the Site must comply with all relevant British standards (to include BS7909 and BS 7671) and all applicable laws, including the Electricity at Work Regulations 1989 and Provision and Use of Work Equipment Regulations 1998 (PAT Testing).

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 (risk-assessed) medical provision, including adequate first aid cover given 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 must return any keys to the Council upon completion of the Event or where directed to do so by the Council. The Hirer will be responsible for locking the gates during the Event. The Hirer shall indemnify the Council against any losses, liabilities or damage resulting from the Hirer's failure to lock such gates; and against any costs incurred by the Council arising out of the Hirer's failure to return the keys to the Council.

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. Gas-powered catering equipment will not be permitted at events.

2.19. The Hirer must not let off fireworks at the Site without the prior written consent of the Council.

2.20. The Hirer must remove any equipment any 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 could result in the Hirer being charged for the costs of any reinstatement 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 inform the Council of their planned advertising as part of their "Marketing Plan" which should be submitted along with their Supplementary Information.

If consent is granted the Hirer may display signage/event advertising at the Site for up to 14 days before the Event and it must be removed no later than 2 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 the Council removing them and then charging reinstatement costs 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 at all times adhere to all Byelaws in force in the Council's Borough, especially those relating to Open Spaces and the environment.

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 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 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 Supplementary Guidance Where applicable, the Noise Management Plan should adhere to any licence conditions and should follow the guidance of the Code of Practice on Environmental Noise Control at Concerts 1995 (as updated or replaced from time to time). 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 to Park Events not less than 4 weeks 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 Safety and Hygiene (England) Regulations 2013 and all other Health and Safety legislation.

3.7. The Hirer must provide adequate sanitary facilities including temporary toilet facilities at the Site, in accordance with current guidance.

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. Inspection And Monitoring

4.1. The Council may carry out inspections of the Hirer at mutually agreed times throughout the application stage and Hire Period. Unannounced spot checks may also occur throughout the Hire Period. The Hirer warrants that its Suppliers will permit the Council to conduct the same inspections and spot checks of them as indicated in this clause.

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.

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 Park 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'. This document will be reviewed at the beginning of each financial year.

5.2. On consideration of an Application (see stages of application process in **SCHEDULE 1**) the Hirer will receive written confirmation of the Hire Fees and payment plan and will be required to confirm to the Council if it wishes to proceed with the application on this basis.

5.3. Upon the Hirer's confirmation to proceed (clause 5.2), '**Invoice 1**' for the non-refundable 'application fee' element of the Hire Fee will be issued.

5.4. Once 'Permission in Principle' (see stages of application process in **SCHEDULE 1**) is granted for the Hire to proceed, '**Invoice 2**' for the remainder of the Hire Fee and any other applicable charges will be issued.

5.5. Payment 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.

6. Insurance And Liability

6.1. The Hirer shall effect and maintain, with a reputable insurance company, public liability insurance to the minimum amount of FIVE MILLION POUNDS (£5,000,000) and evidence of professional indemnity insurance. At the discretion of the Council this amount will be increased dependent on the scale nature and complexity of the Hire.

6.2. The Hirer shall supply to the Council a copy of such insurance policies referred to in clause 6.1 or a Broker's verification of insurance to demonstrate that the required insurances are in place and the relevant premiums have been paid.

6.3. 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.

6.4. The Council accepts no liability to the Hirer, Supplier 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, in the Council's judgement, 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. Where the Council terminates this Agreement under clause 7.1 the Hirer shall not be entitled to receive any refund of the Hire Fee.

7.4. 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.

7.5. Should the Hirer wish to cancel the agreement it must notify the Council immediately in writing. In this case:

'Invoice 1' for the 'advance payment': if the Hirer has confirmed that it would like to proceed with the Application, in response to the Council's consideration of the Application:

- any payment made to the Council will be non-refundable.
- where the Hirer has given such confirmation but an invoice has not been issued, the advance payment will still be due and owing and the Council will issue its invoice for such payment and the Hirer must make the payment within the time stipulated in the invoice.

'Invoice 2' for the remainder of the Hire Fee and any other applicable charges:

- where payment has been made by the Hirer following issue of Invoice 2 the Hire Fee paid will be non-refundable, if the cancellation notice is received within two weeks of the Hire Period commencement date, or;
- where the cancellation notice is received two weeks or more of the Hire Period commencement date, a cancellation fee set at 50 percent of the Hire Fee will apply.

For the avoidance of doubt, where Invoice 2 has not been issued, the Hirer will be liable for payment of the Hire Fee in full where cancellation occurs within two calendar weeks of the Hire Period commencement date; and 50 percent of the Hire Fee if the cancellation notice is received two calendar weeks or more before the Hire Period commencement date.

8. General Provisions

8.1. The Agreement contains 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.

8.2. 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 the Agreement.

8.3. 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.

8.4. 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)

8.5. Nothing in the Agreement shall create any tenancy in favour of the Hirer.

8.6. 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.

8.7. This Agreement shall be governed by and construed in accordance with English Law and the Council and the Hirer hereby submit to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

Application Process Overview:

The application process is broken down into several different stages. These are detailed below:

1. Initial Enquiry: Please read the 'Before you apply' section on Event App and send an Initial Enquiry to Park Events.
2. Application Stage: A Member of the Park Events team will respond and advise if your proposal is viable. If so, the Hirer will be directed to submit an application via Event App.
3. Consultation Stage: A member of the Park Events team will write to confirm your application status i.e. application is being considered or declined and will clarify the proposed fee in writing. Should the Hirer wish to proceed with the application, the 'Advance Payment' element of the Hire Fee will apply. Any consultation that is required will now be carried out by the Council's Park Events team.
4. Permission in Principle and Planning Stage: The Park Events team will grant permission in principle for the event to proceed (where consultation is successful or not required). Park Events will also carry out a detailed check of the application and supplementary documents. The remainder of the Hire Fee will now be invoiced.
5. Final Approval: The Council will grant final approval for the event to proceed.