

idverde UK Events Office

Permit Number	[•]
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CONDITIONAL PERMIT FOR THE TEMPORARY USE OF *idverde* UK MANAGED PROPERTY/SPACE FOR AN EVENT

Title of Event:

This Conditional Permit is made between:

(1) *idverde* UK (also referred to as “we” or “We” in this conditional agreement)

AND

Permit Holder’s name and address:
Permit Holder’s Representative’s name and mobile phone number:

Date of this Conditional Permit:

Further to the application made by the Permit Holder to hold an event on property managed by *idverde* UK (in which application the terms and conditions that are set out in this Conditional Permit were accepted by the Permit Holder), *idverde* UK hereby offers conditional approval to hold the event described below at the Site(s) listed below (the “Permitted Use”) at the times mentioned below (the “Permitted Times”) in accordance with the terms and conditions of this Conditional Permit and in consideration of payment by the Permit Holder of the Permit fee in accordance with this Conditional Permit.

The Permit Holder accepts and understands that there may be further relevant legislation, acts of parliament, statutory regulations, orders, guidance and codes of practice including any subsequent amendments or comparable legislation, required permission or permits which will need to be obtained before full permission can be granted.

The parties agree that the Conditional Permit is made up of:

CONDITIONAL PERMIT FRONT PAGE
SPECIFIC TERMS
GENERAL TERMS AND CONDITIONS

And agree to be bound by these terms.

SPECIFIC TERMS

Fees and Charges (attached)	
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GENERAL TERMS AND CONDITIONS

Permit Fees

The Permit Holder agrees to pay application fees, hire fees together with any overtime or agreed additional expenses plus any applicable taxes that are due in accordance with the terms of any relevant invoice that is submitted by or on behalf of idverde UK.

Use of the Site for the Event

1. Subject to the further terms of this Permit, idverde UK hereby grants the Permit Holder the right to:
 - (a) use the Site for the Event between the Start-Event Time and the End-Event Time;
 - (b) have access to the site to prepare for the Event between the On-Site Time and the Start Event Time; and
 - (c) have access to the site to clean-up after the Event between the End Event Time and the Off-Site Time.
2. The right given by Condition 1 shall be exercised in consultation with the manager of the Site or other officer of idverde UK notified to the Permit Holder, in a way which so far as is reasonably practicable does not interfere with or impede the normal use of the Site.
3. Should you not vacate the Site by the Off-Site Time, we may charge you an Overstay Fine, the amount of which shall be determined in accordance with the Specific Conditions.
4. idverde UK warrants that it is free to enter into this agreement and that the rights and permissions granted herein reside with idverde UK.
5. The Permit Holder shall permit idverde UK and its employees and agents to inspect and monitor the arrangements made by the Permit Holder for the proper supervision of the Site.

6. *idverde* UK gives no warranty that the Site is legally or physically fit for any specific purpose. The Permit Holder shall not use the site or any part of it otherwise than for the Event that has been specifically authorised.
7. The Permit Holder shall not make alterations or additions to the existing fabric design or lay-out of the Site or any of its facilities or services except as expressly permitted by this Permit and subject to compliance with any conditions specified by *idverde* UK (which approval *idverde* UK shall be entitled to grant or withhold in its absolute unfettered discretion).

Payment of Fees

8. The Permit Holder shall pay the Hire Fee to *idverde* UK in accordance with the terms of this Permit. *idverde* UK will invoice you 90 days in advance for the Hire Fee and, if applicable, the Application Fee. The Permit Holder shall pay the Application Fee in advance and by the time specified by *idverde* UK, which is 60 days before setting up the event.
9. If you pay the Hire Fee or the Application Fee late, *idverde* UK may claim interest on any late payment at 4% above the current base rate of the Bank of England PLC for the unpaid period. Any fine imposed on the Permit Holder pursuant to or in connection with this Permit shall be immediately due and payable. Any sums that are owed to *idverde* UK pursuant to or in connection with this Permit may be recovered from the Permit Holder as a civil debt. *idverde* shall at its own discretion, carry out any credit checks to ensure payment terms can be met during the application process.
10. In order to secure an event space, an upfront non-refundable payment of 20% of the total venue hire may be required. Should *idverde* be unable to for an unforeseen reason provide the venue, then the deposit would be returned.
11. VAT is payable on all fees; you will pay the VAT at the appropriate rate upon receipt of a VAT invoice.

Staffing the Event

12. During the period from the On-Site Time to the Off-Site Time, the Permit Holder shall provide a sufficient number of stewards and/or security personnel for the effective supervision of the Site and/or Event so as to ensure safety and preserve order. Any undertaking by the Permit Holder not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
13. The Permit Holder shall ensure that all Event stewards and/or security personnel are:
 - (a) aged over 18;
 - (b) fully and properly trained.
 - (c) fully briefed on all relevant health and safety issues; and
 - (d) properly supervised and controlled.

Site Security

14. The Permit Holder is responsible for the security of the Site during the period from the On-Site Time to the Off-Site Time. Should a Site presence from *idverde* UK be required, the cost of this will be paid for by the Permit Holder.

Access and facilities

15. If keys are required for the Site, we will provide them to you (when you are provided with the keys, you will be required to sign a confirmation that you have received them). You will look after the keys at all times and shall only utilise them to gain access to the Site in accordance with the terms and conditions of this Permit. You will return the keys to *idverde* UK as soon as practicable after the Off-Site Time and in no event later than [ten (10) days] after the Off-Site Time. Should you fail to return the keys to *idverde* UK by the time specified above, *idverde* UK reserves the right to change all relevant locks at the Site and to charge you for the cost of doing so (including all costs of arranging this).
16. Only persons who are properly authorised by the Permit Holder or *idverde* UK shall be allowed vehicular access to the site. The Permit Holder shall be responsible for the safe management of traffic on-site.
17. If requested by *idverde* UK, you shall provide copies of all relevant test certificates, permits or documents for or relating to rides and/or other machinery or equipment that is to be utilised on the Site.

Noise and nuisance

18. You shall ensure that noise levels are monitored and controlled at all times. Noise levels must not exceed the levels that are permitted by law or regulation. You will ensure that no noise nuisance or public nuisance takes place at the Site between the On-Site Time and the Off-Site Time.

Litter, clean-up and reinstatement

19. You shall ensure that at the end of the Event, the Site is left in a clean and tidy condition. In the event that you fail to clean-up any rubbish or litter at the Site and/or fail to remove any of your materials or equipment from the Site, *idverde* UK reserves the right to:
 - (a) arrange for the Site to be cleaned up at the expense of the Permit Holder;
 - (b) impose a Clean-up Fine on the Permit Holder.
20. A damage deposit of a minimum of 20% of the total hire fee may be required in addition to the actual fee at the time of final payment based on an assessment undertaken by the Events team. This amount is refundable within thirty (30) days by BACS should the event space used be returned to its normal state. You shall be responsible for any loss or damage to the Site which takes place during the period from the On-Site Time to the Off-Site Time and will compensate *idverde* UK from the damage deposit for any such loss or damage.
21. Every effort will be made to conduct an inspection of the site between *idverde* UK operatives and the permit holder, both before and after the event. If the permit holder is unavailable then inspections will be undertaken by *idverde* UK

operatives to ascertain the state of the ground and all fixtures and fittings within the vicinity. If any reinstatement or repair work is required after the Event, the Permit Holder will (if appropriate) be given a reasonable opportunity to promptly carry out these works. Should the Permit Holder fail to carry out these remedial works within the time-limit set by *idverde* UK, the works will be arranged by *idverde* UK and the Permit Holder will be charged for all of the costs and expenses that *idverde* UK incurs in relation thereto.

Insurance and Indemnity

22. The Permit Holder shall be liable for and shall be fully and properly indemnify *idverde* UK against all claims, demands, proceedings, damages, costs, charges and expenses, howsoever arising, whether in contract, tort or otherwise, directly or indirectly, out of, or in connection with the Event and/or the use of the Site or the breach by the Permit Holder of any provision of this Permit.
23. The Permit Holder shall effect and maintain during the period from the On-Site Time to the Off-Site Time a comprehensive policy of public liability insurance in a sum of not less than £5,000,000 (Five Million Pounds) in respect of any one incident, with an insurer, or underwriter of repute against all liability of *idverde* UK and the Permit Holder to third parties (including for the avoidance of doubt employees of *idverde* UK and the Permit Holder) arising out of, or in connection with, the use of the Site and/or the Event and to produce, on demand, evidence of this insurance.

Compliance with law and procedures

24. The Permit Holder shall comply with all relevant Legislation, government best practice and standards and Council Rules including in particular but without limitation: the Equality Act 2010 (to the extent applicable) and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body; the Health and Safety at Work Act 1974; the Data Protection Act 1994 and the Data Protection Act 1998 or equivalent legislation.
25. The Permit Holder shall comply with such rules, regulations, guidance and policies that govern the use of the Site as may have been made or as may from time to time be made by *idverde* UK.
26. The Permit Holder shall comply with all relevant aspects of the Licensing Act 2003. This Permit does not authorise the use of the Site for licensable activities within the meaning of the Licensing Act 2003. The Permit Holder must ensure that licensable activities do not take place on the Site unless all relevant authorisations under the Licensing Act 2003 have been obtained.
27. The Permit Holder shall not do anything that may breach any authorisation that has been issued to *idverde* UK under the provisions of the Licensing Act 2003 in relation to the Site and shall provide all reasonable assistance to *idverde* UK to ensure it complies with any such authorisation.
28. The Permit Holder shall comply with all relevant aspects of the law and regulation regarding the use of copyright materials in relation to the Event.
29. This Permit does not constitute a Planning Permission and in no way implies that Planning Permission for this Event

will be granted. All applications for Planning Permission should be made separately to London Borough of Bromley. If any Planning Permission is needed for the Event, the Permit Holder must ensure that this has been obtained prior to the On-Site Time.

30. This Permit does not constitute an Advertisement Consent and in no way implies that Advertisement Consent for this event will be granted. All applications for Advertisement Consent should be made separately to London Borough of Bromley. In addition you may not undertake any publicity or place any advertisement referring to *idverde* UK without our prior written agreement.
31. The Permit Holder shall promptly comply with any reasonable request(s) made by *idverde* UK.
32. The Permit Holder shall carry out the Event and use the Site in a good, safe and competent manner and free from dishonesty and corruption and in a manner which is not, and is not likely to become, injurious to health or detrimental to the environment or the image and/or reputation of *idverde* UK and will ensure that *idverde* UK's interests are protected at all times. The Permit Holder is completely responsible for any traders it decides to work with and any liability involved.
33. The Permit Holder shall ensure that the Event is not dangerous and shall adopt proper precautions at all times to prevent loss or damage by fire, accident or otherwise.
34. The Permit Holder will fully co-operate with *idverde* UK and any relevant third parties in relation to any procedures or protocols that are put in place to ensure that the event is properly and safely planned, managed and carried out. This shall include attending and presenting plans to any applicable safety advisory or other relevant group.

Cancellation and termination

35. The Permit Holder may terminate this Permit at any time prior to the On-Site Time by giving written notice to the Authorised Officer. If *idverde* UK receives a notice of termination more than thirty (30) calendar days prior to the On-Site Time, then 20% of the Hire Fee shall be payable. If *idverde* UK receives a notice of Termination between twenty (20) to thirty (30) calendar days prior to the On-Site Time, then 50% of the Hire Fee shall be payable. If *idverde* UK receives a notice of Termination between ten (10) to twenty (20) calendar days prior to the On-Site Time, then 75% of the Hire Fee shall be payable. If *idverde* UK receives a notice of Termination less than ten (10) calendar days prior to the On-Site Time, then the entire Hire Fee shall be payable.
36. If at any time the Permit Holder fails to comply with any of the terms and conditions of this Permit and having been notified of such failure, continues to act (in the reasonable opinion of the Authorised Officer) in breach of the terms and conditions of this Permit, *idverde* UK reserves the right, to terminate this Permit forthwith.
37. *idverde* UK may immediately terminate this Permit in any of the following circumstances:
 - (a) the Permit Holder fails to pay any amount that is due under this Permit or otherwise by the relevant time;

- (b) the image or reputation of *idverde* UK has been or is likely to be adversely affected by a breach of this Permit by the Permit Holder;
- (c) the Permit Holder is or threatens to be (in the reasonable opinion of *idverde* UK) subject to an insolvency or bankruptcy event;
- (d) the Permit Holder or any person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with *idverde* UK; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010 (once that Act is in force), or shall have offered or given any fee or reward to any officer of *idverde* UK which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof;
- (e) *idverde* UK requires the Site in an emergency;
- (f) *idverde* UK is of the opinion that the Event will or is likely to compromise public health or safety;
- (g) *idverde* UK is of the opinion that the Event will or is likely to be dangerous or cause damage to the Site; or
- (h) the Permit Holder fails to obtain, or comply with any condition of, a Planning Permission, or Advertising Consent relating to this Event, or the Site on which the Event is to take place.
- (i) Force majeure: If, due to an event beyond its control, *idverde* is (in its opinion) unable wholly or substantially to perform its obligations to a Client, the Venue will promptly notify the Client accordingly and will refund any relevant deposit and/or other pre-payment paid to it in respect of the Booking, to the Client.

Liaison, co-operation, complaints and publicity

- 38. You will give to *idverde* UK, *idverde* UK's auditors, the District Auditor and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with the terms of this Permit or as may otherwise be needed by *idverde* UK to satisfy its legal obligations. Direct reasonable costs of any inspection will be met by *idverde* UK except where the information is requested as a result of complaints of poor performance or non-compliance with this Agreement.
- 39. You will, in performing your obligations under this Agreement, liaise with and co-operate with all officers of *idverde* UK and other contractors appointed to undertake duties on behalf of *idverde* UK. You shall comply with all reasonable instructions issued by the Authorised Officer.
- 40. You will inform nearby residents accordingly 15 working days in advance should your event expect to attract 1,000 people or over. You will deal with any complaints promptly, courteously and efficiently and will notify *idverde* UK in writing of all complaints received and the steps you have taken in response to them. You may need to provide evidence of how you informed residents.

Refusals

41. We may refuse an event for various reasons, which include;
- a) a likelihood of an unacceptable impact on the infrastructure and biodiversity of the selected green space / site.
 - b) not providing adequate documentation or certification to allow the event to go to the next stage of the application process.
 - c) substantial changes to the original offer or proposal submitted by the statement of intent.
 - d) not being able to demonstrate or respond adequately to SAG members' recommendations.
 - e) discrimination against any individual or group on the grounds of race, ethnicity, religion, gender, sexual orientation or disability.
 - f) *idverde* UK experiencing undue, late or non-payment of fees as agreed or where other conditions were not adhered to.

Miscellaneous

42. The rights granted to the Permit Holder under the terms of this Permit are personal to the Permit Holder and are not assignable or otherwise transferable in any way.
43. Any notice required to be given to *idverde* UK pursuant to this Permit shall be in writing and may be served by either:
- (a) sending the notice by email to the email address for the Authorised Officer that is specified above in which case the notice shall be deemed to have been duly served when the sender has obtained an electronic record of its receipt.
44. Any notice required to be given to the Permit Holder pursuant to this Permit shall be in writing and may be served by either:
- (a) sending the notice by email to the email address for the Permit Holder's Representative that is specified above in which case the notice shall be deemed to have been duly served when the sender has obtained an electronic record of its receipt.
45. A person who is not a party to this Permit may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
46. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
47. No living creature of any kind is to be awarded as a prize at any event held within Bromley parks in any circumstances. The offering of goldfish and all other animals as prizes is prohibited.

48. Any fireworks show that takes place in Bromley will require *idverde* UK to hire a fireworks consultant. The consultant will inspect the grounds on the day to ensure that the fireworks display is safe to take place, as well as liaise with the Permit Holder in advance for relevant paperwork. The consultant commissioned will be an additional cost, which the Events Team will advise at the time they review your application.
49. Your contact details will be shared with stakeholders ahead of any event that includes those individuals that have concessions. This will allow them to get in touch, should it be required. Please get in touch and email us at bromleyevents@idverde.co.uk if you wish to opt out, explaining your reason for doing so.