

# LAMBETH OUTDOOR EVENTS TERMS & CONDITIONS

FOR THE HIRE OF A LAMBETH PUBLIC PARK, OPEN SPACE AND HIGHWAY FOR PUBLIC EVENTS

All Event Hirers of a Lambeth Park, Open Space and Highway must adhere to and use these terms and conditions as part of their operating schedules.

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## 1. DEFINITIONS

Agent	Means any sub-contractor or supplier employed by the Hirer.
Application	Means the online application portal where the Hirer applies to hold an event in Lambeth for a Parks or Open Spaces this is called <a href="#">EventApp</a> . For Street Parties this is on the EventLambeth website under the <a href="#">Street Parties</a> .
Charge Sheet	Means a quotation provided to the Hirer for a proposed event on Council land or property as specified and outlined in the Conditional Agreement.
Conditional Agreement	Means an in-principle and conditional offer from the Council given to the Hirer for a proposed event on Council land, highway or property as specified and outlined, subject to conditions and these Outdoor Terms & Conditions for the Hire.
Event	Means event or function.
EventLambeth	Means the London Borough of Lambeth Events Service.
Force majeure	<p>means:</p> <ul style="list-style-type: none"> <li>• acts of war</li> <li>• acts of God</li> <li>• decrees of Government</li> <li>• change of law</li> <li>• riots</li> <li>• civil commotion; and</li> <li>• any event or circumstance beyond the control of, or unpreventable by, the affected party other than any labour dispute between the Service Provider and his staff or the failure to provide the Services by any of the Service Provider's sub-contractors.</li> </ul>
Park	Means a Lambeth Park or Open Space including Commons.
Street	Means a Lambeth Public Highway, Road, Street or Footpath.
Event Permit	Means an approved and confirmed authorisation by the Council given to the Hirer to have and hold a confirmed event on a Lambeth Park or Street as specified and outlined, subject to conditions and these Outdoor Event Terms & Conditions. Issued as a Park Event Permit or a Street Event Permit.
Premises	Means a designated area within a Lambeth Park or Street being hired.
The Hirer	Means the person named on the Application for the hire of a Lambeth Park or Street for an event or function.
The Officer in Charge (OIC)	Means the person, for the time being appointed by the Council, to enforce the following Terms & Conditions, and to be generally responsible for matters concerning the Council, arising out of the hire of the Park or Street. The responsibilities of the OIC in no way absolve the Hirer from his obligations to the Council under any of these Terms & Conditions.

## 2. INTRODUCTION

- 2.1. Set out below are the Terms & Conditions which regulate the hire of a Lambeth Park or Street for events. These Terms & 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 and are submitted alongside the EventLambeth Conditional Agreement.
- 2.2. The Council reserves the right to update and amend these Terms and Conditions and will provide updated copies to the Hirer should this occur after their application has been submitted. For the avoidance of doubt, the Council will not impose unreasonable or capricious terms in any updates. Where no objections to such new terms are received by the Council within 14 days of the issuance of revised terms and conditions, those terms will be deemed to have been agreed by the Hirer.

## 3. APPLICATION

- 3.1. All applications for the hire of a Lambeth Park or Open Space are to be made through the online event application portal called EventApp and are personal to the Hirer.
- 3.2. All applications for the hire of a Lambeth Street are to be made through the EventLambeth website under the section Street Parties and are personal to the Hirer.
- 3.3. Applicants must be 18 years or older to hire a Lambeth Park or Street.
- 3.4. The applicant must be the person or a representative of the organisation delivering the event.

## 4. CONFIRMATION

- 4.1. No event permit shall be granted until the Hirer receives an EventLambeth Conditional Agreement. Hirers should note that the Council accepts no responsibility or liability for the cancellation of an event due to the refusal of any authorisation under the Licensing Act 2003, relevant Building Control or Planning Permissions or other circumstances stipulated in the Outdoor Event Terms & Conditions for the Hire of a Lambeth Park or Street.
- 4.2. Any deviation from conditions within the conditional agreement may also result in cancellation of the event.
- 4.3. Hirers are not allowed to advertise and/or promote their Event until their Event Permit has been issued. Event Permits are issued after all conditions are met, all relevant documentation has been approved, and full fees have been paid.
- 4.4. Any promotion of an event before the Event Permit is issued is undertaken at the Hirers own risk and the Council cannot be held responsible if permission is subsequently refused.
- 4.5. If the event includes food caterers/concessions, the Hirer's food traders must be approved before an Event Permit is issued. Any food traders not included on the Event Permit will not be permitted to trade.

## 5. INDEMNITY

- 5.1. The Hirer shall indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered (and legal fees and costs incurred) by the Council arising directly or indirectly in connection with these terms and conditions including:
  - 5.1.1.any act neglect or default of the Hirer or its servants or agents; and
  - 5.1.2.breaches in respect of any matter arising from the hire resulting in any successful claim by any third party
- 5.2. The Council shall not be liable to the Hirer for the death of or injury to the Hirer or its servants or agents or loss or damage to the Hirer's property unless due to the negligence of the Council or its servants or agents.
- 5.3. The Council shall not be liable for any consequential losses to the Hirer howsoever caused.
- 5.4. The Council shall not be liable for any 3rd Party costs arising from actions of the Hirer or their contractors.
- 5.5. The Council shall not be liable or responsible for any alteration, delay or cancellation caused by industrial dispute, fire, sickness, bad weather, civic strike, terrorist activity, acts of any governmental or public authority, threat of war, natural disaster, act of God or other circumstance amount to 'force majeure'.

## 6. PAYMENT OF FEES

- 6.1. **Application Fee payable on Application:** The Hirer shall agree to pay the non-refundable application fee as laid down by the OIC in order to process an event application. Non-payment of this fee will result in the application being automatically rejected. If an applicant wishes to make a significant change (date or location for example) to their application, once it has started to be processed, the application fee will need to be repaid.
- 6.2. **Administration Fee payable 75 days before the event:** The Hirer shall agree to pay the non-refundable administration fee as laid down by the OIC in their conditional agreement. Until the Council receives the administration fee the date will not be reserved for hire and will be available to other applicants. Payment of the administration fee holds the date and venue but does not guarantee an event will be able to take place until the applicant has completed the event application process and received an Event Permit.
- 6.3. **Event Permit Fees payable 60 days before the event :** The Hirer shall be required to pay event site hire permit fees and any extra event days hire as laid down by the OIC in the conditional agreement. If payment is not received by the date shown on the agreement and Charge Sheet, the Council reserves the right to automatically cancel the application. Cancellation fees will apply.
- 6.4. **Damage Deposit payable 30 days before the event:** The Hirer shall be required to pay a grounds damage deposit as laid down by the OIC in the conditional agreement. This is for any damage to the ground, infrastructure repairs or additional park and street cleaning whilst the event is on site. If payment is not received by the date shown on the Charge Sheet, the Council reserves the right to automatically cancel the application. This deposit is refundable after a post event site inspection, providing no damage to the site is caused and no cleaning needed which has been attributed by the event. Cancellation fees will apply.
- 6.5. **Parks Investment Levy (PIL) payable 30 days before the event:** The Hirer shall be required to pay the non-refundable parks investment levy as laid down by the OIC in the conditional

agreement. If payment is not received by the date shown on the Charge Sheet, the Council reserves the right to automatically cancel the application. Cancellation fees will apply.

- 6.6. **Additional Charges:** The Hirer shall agree to pay for all additional services requested of, and provided by the Council, as agreed in advance.
- 6.7. **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- 6.8. **Invoices:** Invoices are sent to The Hirer for all fees except the Application Fee.
- 6.9. **Card Payments:** Payment by debit or credit card is accepted. Please contact EventLambeth for processing this payment. Please note that there is a 1.65% charge for use of credit cards. Payment by American Express or Cash is not accepted. Application fees can be paid via an online portal.
- 6.10. **Post Event Damage Costs:** On completion of the event, all post event damage and cleaning costs shall be consolidated and sent to the Hirer listing all relevant charges. Should the Hirer have any queries, they should contact the OIC immediately. 28 days after the issue of the post event damage communication, the council shall process any outstanding funds from the grounds damage deposit to be returned to the Hirer.
- 6.11. **Outstanding Payments:** The Council reserves the right to automatically reject or cancel the application if it transpires that the Hirer has outstanding payments or debts owed to the Council and this includes all other Council departments.
- 6.12. **Discounts:** Recognised Parks Friends Groups and Park Management Advisory Committees (MACS) are not charged for events in the parks. This is only for events that they deliver and are liable for, this discount will not be applied to any events that aren't directly delivered by the Friends of Group or MAC. Applications from recognised Park Friends Groups or MACS for events must be submitted by the Chair of the Group. These events would generally be free for the public to enter. If a Park Friends/User Group wishes to charge for entry, net proceeds should be reinvested back into the park or open space.
- 6.13. Groups seeking charity or Community Rates will need to provide a registered Charity Number, CIC registration or other evidence to the OIC's satisfaction that they are eligible for those discounted rates. Any commercial organisation applying will be charged the commercial rates which are available on request or as detailed in a charge sheet to the Hirer.

## 7. INSURANCE

- 7.1. The Hirer shall ensure that they have Public Liability Insurance Cover of a minimum of £5,000,000, for each and every claim, and shall provide the OIC with proof of insurance cover, or such other sum as the Council will accept. If the Hire has any high risk activities at their event (e.g. pyrotechnics) a higher level of cover may be required, for each and every claim. High risk activities will be identified by the OIC.
- 7.2. If the OIC considers that the Hirer's policy of insurance does not give sufficient cover, the OIC will require the Hirer to effect appropriate cover, and the Hirer will immediately effect such insurance as the OIC requires and provide proof.
- 7.3. The Hirer shall further ensure that all his Agents/Sub-Contractors shall each have Public Liability Insurance Cover of a minimum of £5,000,000, for each and every claim, and shall provide the OIC with proof of insurance cover on request.

- 7.4. It is strongly recommended that the Hirer ensures they also have adequate Cancellation Insurance covering every unforeseen eventuality including to but not limited to adverse weather conditions, event cancellation and postponement.

## 8. EQUIPMENT INSURANCE

- 8.1. The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the event. Furthermore, the Hirer shall ensure that equipment hired from the Council is fully insured.

## 9. CANCELLATION / CLOSURE OF EVENT

- 9.1. The OIC reserves the right to terminate the hire of a Lambeth Park or Street if it transpires that the proposed use may cause public offence or bring the Council into disrepute.
- 9.2. The OIC reserves the right to cancel, delay or close the event due to inclement weather, in the interests of public safety and public health. This will be done in consultation with the Hirer and their Event Safety Manager and with the advice from relevant statutory bodies. It is highly recommended that the Hirer ensures they have insurance covering this eventuality.
- 9.3. The OIC reserves the right to cancel an event if it transpires that the event is not that which was originally applied for. In this instance all fees will be forfeit. Any changes to the original application must be made and agreed in writing with the OIC before the event takes place.
- 9.4. The OIC reserves the right to cancel an event or require an event organiser to take appropriate action should it transpire that the event delivery does not include assurances provided in pre-event documentation, the event may cause offence or there is a threat to public safety.
- 9.5. In the case of any such aforementioned circumstances, the Administration Fee, Event Permit Fees and all other fees are non-refundable should the event be cancelled on event days. The Council accepts no responsibility or liability whatsoever for the cancellation, delay, closure or loss of earnings of the event, or any other attributable losses or damages. The council advises that the Hirer should have in place sufficient cancellation insurance to cover any losses that they may incur.
- 9.6. The Council reserves the right to cancel, postpone or require the Hirer to alter an event due to fire, sickness, bad weather, civic strike, terrorist activity, acts of any governmental or public authority, threat of war, natural disaster, act of God or other circumstance amount to 'force majeure'.
- 9.7. All cancellations by the Hirer must be made in writing to EventLambeth at the address set out in the Schedule and formally acknowledged. In the event of Hired Spaces/Services/Goods being cancelled for whatever reason, the Client shall be liable to pay cancellation fees as per the EventLambeth Cancellation Policy.

- 9.8. EventLambeth Cancellation Policy:

<b>After Receipt of Application Form</b>	<b>Non Refundable - 100% Application Fee</b>
<b>After Receipt of Conditional Agreement</b>	<b>Non Refundable - 100% Administration Fee &amp; 50% Event Permit Fees</b>
<b>Within 60 Days of the event</b>	<b>100% Event Permit Fees are due</b>



Within 30 Days of the event date	100% Event Permit Fees & Parks Investment Levy are due
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## 10. REPORTING OF INJURIES AND DANGEROUS OCCURANCES

- 10.1. The Hirer shall have a system in place to inform the emergency services and Council immediately of any serious injury, or dangerous occurrences that affects public safety.
- 10.2. For those incidents that are reportable under RIDDOR they should inform the Incident Contact Centre on 0845 300 99 23 as soon as possible. The centre is manned 24hours a day and the appropriate form can be completed over the phone. The Hirer shall inform the OIC or EventLambeth as soon as possible.
- 10.3. A full list of reportable incidents, under RIDDOR, is attached at Appendix 2 to this document but for a more up to date and further information please log onto [www.hse.gov.uk](http://www.hse.gov.uk) or contact the Council's health and safety office at Civic Centre, 6 Brixton Hill, London, SW2 1EG.
- 10.4. If an incident occurs outside normal hours or at weekend the above procedure shall also be followed, it shall also be reported to the OIC or EventLambeth out of hours via telephone.

## 11. SITE PLANS

- 11.1. The Hirer shall submit to the OIC, confirmed site plans for the event a minimum of 4 weeks prior to the event.
- 11.2. The site plans shall contain all information relating to the position of structures and the Hirer's requirements for electricity and water supplies.
- 11.3. Where required the Hirer shall provide the total area used and CAD plans where available.
- 11.4. It should be noted that for Streatham Common and Clapham Common no more than 10% of the total area may be used for events as outlined by the OIC.
- 11.5. Any deviation from the site plan must be checked with and approved by the OIC before any changes are made onsite.

## 12. TEMPORARY STRUCTURES

- 12.1. Temporary structures will be required to have a sign-off sheet to be completed by the installer.
- 12.2. The Hirer shall provide to the OIC on request, all relevant test certificates and technical details relating to structures to be constructed at their event.
- 12.3. Any event that requires a Building Control inspection and section 30 application will be subject to a fee. The Hirer shall ensure that he contacts the Council's Building Control Service at least 8 weeks before the event to seek advice as required.

- 12.4. Events will not be given permission to take place if there are outstanding fees owed to the building control department.
- 12.5. Permission is not granted for any structure that has either not been signed off by the council's building control department or agreed that it doesn't need such sign off.
- 12.6. The Council accepts no responsibility or liability for the cancellation or closure of the event due to failure to comply with Building Control Regulations. Lambeth Council Building Control Service, Civic Centre, Brixton Hill, London SW2 1EG and for further information please log onto Lambeth's website [www.lambeth.gov.uk](http://www.lambeth.gov.uk)

## 13. PUBLIC EVENTS

- 13.1. Consultation with the Lambeth Events Safety Advisory Group (LESAG) will be managed by the OIC. All paperwork requested for the LESAG must be submitted within the timescales requested by the OIC. Failure to do so may result in the LESAG being unable to approve the event and the application being declined.
- 13.2. Authorised officers from the Council, Metropolitan Police, London Fire Brigade and Emergency Planning Authority with regulatory responsibilities require full access to inspect the site at any time.
- 13.3. Event organiser must agree to any reasonable request made by an authorised officer or representative of the emergency services.
- 13.4. Adequate provisions shall be made to ensure that authorised officers are granted appropriate access to the relevant part of the site or full access all areas at all times.
- 13.5. 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 authorised officer with regulatory responsibility.
- 13.6. The Hirer shall ensure that means are put into place so that the number of people on site can be provided to any authorised officer upon request.
- 13.7. United Kingdom: [Sec. 18\(1\) of the Public Order Act of 1986 \(POA\)](#) states that "a person who uses threatening, or abusive words or behaviour, or displays any written material which is threatening or abusive, is guilty of an offence if: a) he intends to thereby stir up racial hatred, or; b) having regard to all the circumstances racial hatred is likely to be stirred up thereby."
- 13.8. In all decision making with regards to potential messages of hate and intolerance, information gathered must be assessed and a final decision must balance equalities, cohesion, public order as stated in the Public Order Act 1986 and human rights considerations
- 13.9. The organiser will not permit the dissemination of any communication (either in the promotion of the event or during its course) that is offensive, threatening, abusive or which might encourage or incite crime or lead to disorder, including expressions of hatred toward someone on account of that person's colour, race, disability, nationality (including citizenship), ethnic or national origin, religion, sexual orientation or gender and any other communication which might cause harassment, alarm or distress. It is the responsibility of the event organiser to ensure that this is adhered to and that any organisation, group or individual participating in, exhibiting, performing or selling goods at the event complies with this requirement.

- 13.10. The event must be open and accessible to all, regardless of that person's colour, race, disability, nationality (including citizenship), ethnic or national origin, religion, sexual orientation or gender.
- 13.11. Private events are not permitted – any event taking place must be accessible either via ticketing, registration or free to enter for all members of the public.
- 13.12. Press Nights or VIP nights or equivalents are not permitted without prior permission from the OIC.

## 14. LICENSING AUTHORITY

- 14.1. The Hirer shall comply with the Licensing Act 2003. The Hirer shall ensure that they contact the Council's Licensing Team to seek advice as required.
- 14.2. A license issued by the Council's Licensing Service shall be required for events involving any of the following activities: The sale or supply of alcohol, The provision of entertainment, The showing of films or plays, All indoor sporting events, Outdoor boxing or wrestling matches, The performance or playing of live or recorded music, Performances of dance or the provision for dancing or music making, The supply of any hot food or drink between 11pm and 5am.
- 14.3. The Hirer shall ensure that their license application is submitted to the Council's Licensing Service, at least 3 months prior to the event.
- 14.4. The Hirer shall seek the prior permission of the OIC to have alcohol or entertainment at their event.
- 14.5. The Council accepts no responsibility or liability for the cancellation of the event due to the refusal of a license or failure to submit an application within an appropriate timescale.
- 14.6. It is the Hirer's responsibility to ensure that all correct permits and licenses are in place, including but not limited to, PRS for Music, Planning Permission, Premises License.
- 14.7. Where the council holds a license and the Hirer wishes to use it there will be conditions drawn up specifically for that license use in the Event Permit. Should there be the need for the provision of alcohol, it is the Hirer's responsibility to provide a Designated Premises Supervisor who holds a personal licence. They will be required to submit a vary Designated Premises Supervisor to the licensing authority at a minimum of 4 weeks prior to the event date. The events team will not be liable if there is a refusal of the designated premises supervisor. All pertinent information must be provided to the OIC at least 8 weeks before the event takes place. There will be a fee for the use of the Council's license. This will be confirmed by the OIC. The Council has the right to refuse permission for the use of their licence.

## 15. PLANNING PERMISSION

- 15.1. It is the Hirers responsibility to ensure that the appropriate planning permission is in place failure to do so will result in the event being cancelled.
- 15.2. If the events team applies for planning permission on the Hirers behalf they cannot be held responsible for any decision made in deciding that application.
- 15.3. Any conditions placed on planning permission are the Hirers responsibility to deliver regardless of who applied for the permission.

- 15.4. Breaching any planning permission conditions will result in the termination of hire and the council will not accept future applications.

## 16. EQUALITIES ACT 2010

- 16.1. The Hirer shall ensure that reasonable provisions have been made and facilities are available for people with disabilities in accordance with the Equalities Act 2010.

## 17. REGISTRATION OF DOOR SUPERVISORS AND SPECIFIC SECURITY STAFF

- 17.1. The Hirer shall ensure that any individual at the premises who is required to carry out a security activity (an activity to which paragraph 2(1)(a) of Schedule 2 of the Private Security Industry Act 2001 applies, and is licensable conduct for the purpose of the Act) must be authorised or otherwise entitled to carry out that activity. For further information please contact the SIA direct or log onto their website on [www.sia.homeoffice.gov.uk](http://www.sia.homeoffice.gov.uk)
- 17.2. The Council accepts no responsibility or liability for the cancellation or closure of the event due to failure to comply with the regulations for the registration of security staff.
- 17.3. The Council reserves the right to request a list of all licensed SIA security staff names and badge numbers prior to the event taking place.
- 17.4. At any time the sign in sheet for door supervisors must be available for inspection by OIC or emergency services on request.
- 17.5. Events should submit a site plan showing the static positions and numbers of security and stewards at the event

## 18. CATERING

- 18.1. Catering facilities provided at public events, may be inspected by a Food Safety Officer at any time. The Hirer shall ensure that they contact the Food Safety Officers, to seek advice as required.
- 18.2. The Hirer shall contact the OIC and complete and submit the outdoor catering events questionnaire at least 6 weeks before the event to the OIC, and ensure compliance with all relevant and current food safety legislation. Paperwork submitted after this deadline will not be accepted and those traders will not be allowed to trade.
- 18.3. It is the Hirers responsibility to liaise with traders and ensure that they have submitted all the required paperwork. Mobile catering units not deemed acceptable by Food, Health and Safety Team shall be refused entry to a Lambeth Park or Open Space.
- 18.4. Any caterer wishing to trade at an event in the London Borough of Lambeth needs to have a food hygiene rating of at least 3\*.
- 18.5. All mobile catering units shall provide sufficient litter and recycling bins next to their units.

- 18.6. The Council accepts no responsibility or liability for the cancellation or closure of the event, or the closure of any individual catering units, due to failure to comply with instructions issued or to pass an inspection by an Environmental Health Officer.
- 18.7. The Hirer shall ensure that all beverages are decanted into non-glass drinking containers. Glass is not permitted to be used in a park or open space. No off site sales of glass permitted.
- 18.8. No plastic straws or plastic cutlery to be permitted. Caterers must use alternatives such as paper straws or wooden cutlery.
- 18.9. The Hirer must urge caterers to consider using a reusable plastic cup deposit scheme to reduce plastic waste.
- 18.10. Hirers must consider banning the sale of plastic bottles of water. Drinking water should be made available via alternatives such as from water stations.
- 18.11. Caterers should be made aware of companies like Food cycle to remove their food waste more sustainably.
- 18.12. Hirers must use caterers who use local produce where possible.

## 19. NOISE LEVELS

- 19.1. The Hirer shall ensure compliance with the noise levels as set by the council's noise officers or as indicated within the premises license. The Hirer shall liaise closely and co-operate with officers from the Community Safety Team and events Team and respond positively to the OIC or any request from duly authorised officers regarding volume or bass amplitude.
- 19.2. If levels of noise continue to be a nuisance after the Hirer has been warned by either the OIC or the Council's Community Safety Team, then the source of the noise shall be shut down.
- 19.3. The Council accepts no responsibility or liability for the cancellation or closure of an event due to unacceptable noise nuisance.
- 19.4. Music system or band sound checks shall only take place with the prior permission of the noise officers and the OIC and the time of any sound checks shall be agreed in advance.
- 19.5. Noise Management Plans must include onsite contacts for noise complaints – these will be made available to members of the public.
- 19.6. Details of any noisy working during build and break must be made available to the OIC. Times are restricted to 08:00 – 18:00 Monday – Friday, 08:00 – 13:00 Saturday. Any extension to these times must be sought via an application to the Community Safety Team.

## 20. PUBLIC ADDRESS, SPEAKERS AND MUSIC SOUND SYSTEMS

- 20.1. In the first instance, the Hirer must consult EventLambeth about the siting and direction of all public address, speaker and music sound systems to be used at an event.
- 20.2. For Large and Major Music events directional PA systems are preferred and details should be submitted to the OIC not less than 28 days before the event.

- 20.3. In case of an emergency, appropriate means of alerting and addressing the public attending an event shall be in place.

## 21. HEALTH AND SAFETY - GENERAL

- 21.1. The Hirer shall be responsible for the overall management of their event and shall further be responsible for all the health and safety of their employees and Agents\Sub- Contractors, and their compliance with the provisions of the Health and Safety at Work Act 1974, the Environmental Protection Act 1990 and the Environment Act 1995 and all supplemental legislation and guidance.
- 21.2. The Hirer shall appoint the following staff prior to their event. They shall be the first to arrive on the site and the last to leave it on conclusion of the event. The Hirer shall inform the OIC of the name/s of the appointed staff prior to the event including Site Manager – Health and Safety Officer and Fire Officer – Evidence of previous relevant experience or qualification for each individual must be submitted to the OIC, at least 30 days prior to the event.
- 21.3. All staff appointed to an official capacity must be in a state that they are competent to respond to any circumstances arising, during build, the event itself and the de-rig.
- 21.4. Dependent on the risk assessment of the event, and with the prior agreement of the OIC, the above roles may be combined and carried out by one individual.
- 21.5. The Hirer shall provide the OIC with a breakdown of the individual responsibilities of the above staff and their contact telephone numbers on request.
- 21.6. The Hirer shall be able to provide any authorised individual with the number of people on site at the time of the request.
- 21.7. The Hirer shall ensure that a competent Event Manager is employed to run the event. The OIC may request evidence of competency.
- 21.8. If there is a Lambeth Officer onsite at the event they must be provided with an event communications radio and onsite contact telephone numbers where they are available.

## 22. HEALTH AND SAFETY – CONSTRUCTION AND TAKE DOWN

- 22.1. The Hirer shall be responsible for all the health and safety of members of the public using the Lambeth Park or Street, who enter the area of the event during the construction, event, and take down phases.
- 22.2. The Hirer shall further ensure that the Construction (Health, Safety and Welfare) Regulations 1996 are adhered to, and the necessary warning signs e.g. Hard Hat Area, are prominently displayed. All signage is to conform to the Health and Safety (Safety Signs and Signals) Regulations 1996.
- 22.3. The Construction Regulation and Management 2015 rules apply to event build and de-rig and must be adhered to at all times.

## 23. PENALTIES SYSTEM

- 23.1. On submission of an application the Hirer is required to accept the terms and conditions of hire of a Lambeth Park or Open Space.
- 23.2. When signing the Conditional Agreement Hirers agree to be bound by the Terms & Conditions of Hire of a Lambeth Park or Street alongside any additional event or venue specific conditions and commit to all the relevant regulations and by-laws outlined hereto.
- 23.3. Details of the Penalties System can be found in Appendix 5 to these terms and conditions.
- 23.4. The Council reserves the right to share any information deemed necessary with other authorised officers with a regulatory responsibility.

## 24. HEALTH AND SAFETY – MANAGEMENT OF RISKS

- 24.1. The Hirer shall submit a written Event Safety Plan (in line with Health and Safety at Work Act 1974 etc) to the OIC at least 60 days prior to the event (draft copy). A final copy shall be submitted to the OIC at least 7 days prior to the event. EventLambeth will expect all Event organisers to be fully engaged with constant dynamic risk assessments updating all documents accordingly up to the event operational days. The plan shall include the proposed organisation and arrangements for managing health and safety, the identification of hazards, an assessment of risks, and how these are going to be eliminated or controlled.
- 24.2. Should the written Event Safety Plan not be received by the OIC in the timescales laid down above, and the Council's Community Safety Team where appropriate prior to the event, the event shall not be allowed to go ahead. Where the event is not permitted to go ahead the event organiser will be notified in writing.
- 24.3. The Council accepts no responsibility or liability for the cancellation of an event due to the Hirer not complying with the conditions relating to the Management of Risk.
- 24.4. It is the Hirers responsibility to ensure that they have sufficient staff onsite to deal with the delivery of the event and management of any issues that may arise. Consideration should be given to having a member of the team who act as a loggist should an incident occur. For Large and Major Events this is a requirement.

## 25. GROUND CONDITIONS

- 25.1. Before any element of the event moves onto the allocated site within the Lambeth Park or Open Space, the Hirer or their appointed Site Manager shall report to the OIC.
- 25.2. All our outdoor events sites are open park land and as such are characterised by uneven terrain, in places patchy grass cover, compaction from constant use by sports, public and events. Year on Year the ground condition will change through usage of the areas, climate conditions and activity in surround areas above and under surface might through cause and effect impact on how the ground responds.
- 25.3. Lambeth undertake a programme of year round maintenance to care for the grass and ground conditions and ensure it is safe for public usage at all times. This includes mowing of grass, vertidrainage to alleviate compaction and support drainage of surface water, fertilising to

support grass growth, adhoc response to filling of holes and depressions when they arise and the sowing of new seed to address patchy grass cover or full reinstatement of bald areas where grass no longer covers.

- 25.4. Additional measures are put in place to further prepare the ground for events. This may include vertidrainage pre event, adhoc maintenance of areas where pooling water, depressions or holes are evident, over seeding. The above work is weather dependant and in the height of summer weather conditions may make it impossible so intensive work is undertaken in the Spring to prepare and pre event work is only undertaken if the weather conditions deem it suitable and it will add value to the ground.
- 25.5. For Medium, large and major event OIC will undertake a full site inspection and detail grass coverage and condition of ground using a pre-determined scale map of the event site and GPS reference. General statement of each designated grid is made and then specific details of ground condition if apparent are documented. This process is repeated at the end of the event and scope of reinstatement work is agreed. We encourage major events to undertake an independent agronomist report of the event site to also support the hand over/hand back process and evidence the impact of the event.
- 25.6. Lambeth council therefore hire the site to the organiser as 'as seen' with the clear understanding that the site is fully supported by a year round ground maintenance work and with a robust documentation of the ground condition at hand over and again at hand back.
- 25.7. The event organiser is only required to undertake the ground reinstatement as agreed post event using the Event Lambeth ground surveys and as an independent measurement may wish to commission reports undertaken by their own agronomist.

## 26. SITE INSPECTION AND HANDOVER / TAKEOVER

- 26.1. Before any element of the event moves onto the allocated site within the Lambeth Park or Open Space, the Hirer or their appointed Site Manager shall report to the OIC.
- 26.2. When the OIC deems necessary a full inspection of the site shall be carried out and Part 1 of the Handover / Takeover Certificate, attached at Appendix 3 to the Terms & Conditions for the Hire of a Lambeth Park or Street shall be signed. The certificate shall note information such as ground conditions, existing ground damage, existing damage to services and litter on the site. Photographic evidence will also be used to ascertain the condition of the grounds.
- 26.3. The Hirer who is issued a park or open space gate key is responsible for returning the key at site hand back to the OIC or no less than 2 working days after the event has left site. No return of key charge will be £50 to the Hirer.
- 26.4. The Hirer shall ensure that they issue the OIC and authorised officers from the Community Safety Team with required "Access all Areas" passes on request.
- 26.5. When the OIC deems necessary after the event has left the site, the Hirer or their appointed Site Manager shall report to the OIC again. The site shall be inspected to check for any damage caused by the event, and Part 2 of the certificate shall be signed. Photographic evidence will also be used to ascertain the condition of the grounds. This process will also be documented through email communication.
- 26.6. The Hirer shall note that they are liable for the cost of any cleaning and repair that is directly attributable to their event both within and outside of the event footprint. The cost will be



deducted from the Grounds Damage Deposit and any additional amounts will then be invoiced to the Hirer.

- 26.7. The Hirer shall ensure that all contractors remove their equipment / supplies by the specified date and time. Should any equipment / supplies remain on site beyond the agreed date and time; the Hirer shall be liable for any additional take down day charges. These will be charged at the full day rate.
- 26.8. The OIC may require at any time, access to any area of a licensed events site to carry out any emergency works necessary to ensure public safety. This will include works to services, ground and infrastructure. The council may at any time restrict public access to any area of a licensed events site to carry out such emergency works.
- 26.9. If the Hirer wishes to use their own contractor for any reinstatement works this must be discussed and agreed with the OIC prior to the event taking place. The Hirer will be responsible for all costs should the work undertaken not meet the required standard.

## 27. VEHICLE ACCESS

- 27.1. The regulations relating to the Conduct of Drivers in a Lambeth Park or Street is attached at Appendix 3 to the Terms & Conditions for the Hire. Failure to comply with these regulations may lead to £100 fine per incident as stated by the OIC.
- 27.2. The Hirer shall notify the OIC, at least 24 hours in advance of deliveries by articulated vehicles. A banksman shall be provided by the Hirer, for access into and egress from the Lambeth Park or Street.
- 27.3. The Hirer shall ensure that all his employees and Agents\Sub-Contractors are briefed on the conditions relating to vehicle access, and given a copy of the Conduct of Drivers in a Lambeth Park or Street and a map of the relevant Lambeth Park or Street.
- 27.4. The Hirer shall seek permission from the OIC before the following types of vehicles may enter a Lambeth Park or Street: Cranes; Plant vehicles; Aerial platforms; Tracked vehicles; double decker vehicles.
- 27.5. Where permission to use plant vehicles is granted, the Hirer shall ensure that the operation of all vehicles complies with the manufacturers recommended operating procedures with respect to load limitations, use of stabilisers, telescopic extensions etc.
- 27.6. The Hirer shall ensure that all plant operators are competent, experienced and in possession of the appropriate qualification, licence or certificate.
- 27.7. The Hirer shall ensure that all vehicles operating within the park have a valid MOT certificate where applicable and that all drivers are in possession of the appropriate licence and valid insurance.
- 27.8. The Hirer shall ensure that when stacking loads, the correct containers, pallets or stillage's are used, and that stacking is only done on a level surface that will accept the size and weight of the load.
- 27.9. The Hirer shall supply a crane lift plan for any cranes.
- 27.10. The Hirer is responsible for ensuring that the vehicles brought onsite are suitable for the location and any weight restrictions.

- 27.11. Failure to notify the OIC of a heavy vehicle or crane at least 28 days before an event may result in permission being refused.

## 28. VEHICLE PARKING

- 28.1. 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.
- 28.2. The Hirer must ensure that a permit accreditation system is in place to identify vehicles allowed to park within the event location.
- 28.3. The Hirer must ensure they have adequate security checks in place to ensure all permitted vehicles onsite have been security cleared.
- 28.4. Hirer must discourage use of vehicles unless absolutely needed.
- 28.5. Hirers must discourage customers from driving to the event and make them aware of all public transport options.
- 28.6. Where appropriate the Hirer should provide facilities for cycle parking.

## 29. BUGGY DRIVING

- 29.1. Permission to drive buggies in a Lambeth Park or Street is extremely restricted. Permission must be sought from the OIC in advance of all events.
- 29.2. Buggies must not be overloaded, and are subject to the same speed restrictions and conditions of vehicle movement as other vehicles.

## 30. ADVERTISING SIGNAGE / DISPLAY MATERIALS

- 30.1. Permission to erect advertising signs and banners requires planning consent. The Hirer shall ensure that all advertising material complies with the Park's current consent and planning regulations.
- 30.2. Erection of signs / banners are only permitted and approved by the OIC in advance. The OIC will inform organisers where and how many banners and type are permitted.
- 30.3. Wording, layout, size of all banners and marketing material to be displayed around a Lambeth Park or Street will be approved by the OIC in advance. All signs / banners and cable ties shall be removed immediately after the event has taken place.
- 30.4. Character of functions/display materials:
- 30.4.1. EventLambeth will have the right to stop any performance, dance or other function which we consider to be of an objectionable nature. It shall be for us to decide whether something is of an objectionable character.
- 30.4.2. EventLambeth shall be entitled to prevent you from bringing into the site or displaying in the site any item that we consider offensive.

- 30.5. Failure to comply with the removal of banners / advertising in the specified period shall result in the immediate removal of said banners / advertising by the OIC. In this instance the OIC shall levy a minimum charge of £250 + VAT to the Hirer.
- 30.6. No signs / banners shall be erected within a Lambeth Park or Street (outside their event) for the advertising of any event or commercial concern or activity taking place outside a Lambeth Park or Open Space.
- 30.7. No fly posters or stickers shall be attached to any part of the fabric of a Lambeth Park or Open Space. The Hirer shall be responsible for all costs incurred for the removal of any fly posters or stickers or graffiti advertising, which can be directly attributed to his event.
- 30.8. The Hirer shall ensure that any admission charges being levied are stated clearly in all publicity literature and at the main entrance to the event, as required by the OIC.
- 30.9. Handing out of flyers to attendees on egress of an event is not permitted unless a request is made to the OIC in writing at least 28 days prior to the event. The Hirer is responsible for all and any litter generated by flyering and for moving on those handing out flyers if permission has not been sought or granted.
- 30.10. Flyposting in Lambeth is not permitted any flyposting promoting an event will be removed and the Hirer charged for removal and disposal costs of not less than £80 +VAT per poster. This includes flyposting or leafleting at other events in the borough.

## 31. DIRECTIONAL SIGNAGE

- 31.1. Permission to erect directional signage in a Lambeth Park or Street shall be sought from the OIC prior to the event.
- 31.2. Signage is not permitted to be erected on lamp posts or attached to any trees without prior consent from the OIC. All signage shall be removed immediately after the event has taken place.
- 31.3. The Hirer shall ensure that any Highways directional signage, on roads leading to a Lambeth Park or Street, directs traffic to the appropriate entrances and gates for the event.
- 31.4. The Hirer shall ensure that all safety and welfare facilities are signposted on site (e.g. first aid, drinking water, toilets etc)

## 32. CARE OF TARMAC AREAS

- 32.1. Any damage caused to a tarmac surface within a Lambeth Park or Street due to careless or bad pinning, or the spillage of substances that degrade the surface of the tarmac, shall be charged to the Hirer. The cost of the repair shall be determined by the Council's Parks and Highways Services and shall be non-negotiable.
- 32.2. No structure fixing pins shall be used on any footpath or roadway within a Lambeth Park or Street under any circumstances.

## 33. CARE OF GRASS AREAS

- 33.1. The Hirer will work with the OIC to develop and agree the ground protection plans for the event. Ground protection should be laid prior to any vehicles coming onto a Lambeth Park or Open Space failure to do so will result in a charge against any damage caused. This includes for temporary road ways and compound areas. The Hirer shall ensure that no vehicles drive on the grass without the prior permission of the OIC. Vehicles shall be parked off site, unless their positioning is crucial to the event.
- 33.2. Vehicles that are given permission to drive on the grass shall be driven carefully and at no more than 5 mph and with the hazard lights flashing. Vehicles shall avoid driving under the canopy of trees, making tight turns, rapid braking or acceleration. The aim is to ensure that there is no damage to, or rutting of, the grass surface as well as keeping the general public and event staff safe.
- 33.3. No plastic or rubber carpet underlay shall be placed on the grass at any time.
- 33.4. Coconut matting or similar materials shall not be laid on the grass for more than 3 consecutive days unless prior permission is sought from the OIC in consultation with the Lambeth Parks service.
- 33.5. 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 5 consecutive days unless prior permission is sought from the OIC in consultation with the Lambeth Parks service.
- 33.6. The Hirer shall ensure that no poles or stakes are driven into the ground without the prior permission of the OIC. This does not include structure fixing pins.
- 33.7. 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.
- 33.8. No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 33.9. The council accepts no liability for the cancellation of an event due to adverse weather conditions.
- 33.10. Any damage caused to the grass as a direct result of the event will be charged to the Hirer. The cost of the repair shall be determined by the OIC in consultation with Lambeth Parks Service and shall be non-negotiable.

## 34. CARE OF TREES

- 34.1. The Hirer shall ensure that no vehicles park under the tree canopy drip line area. The Hirer will ensure that barriers are put around any relevant trees on the events site as soon as the Hirer starts event build as directed by the OIC.
- 34.2. No structure fixing pins shall be used beneath any tree canopy.
- 34.3. No structure shall touch or interfere with any tree canopy.
- 34.4. No tree or shrub shall be pruned under any circumstances.
- 34.5. No stores e.g. pallets or stacked flooring or heavy objects shall be unloaded or stacked under the tree canopy.

- 34.6. No exhausts from heaters, generators etc shall be positioned next to the base of trees, and where possible, exhausts shall be directed away from the tree canopy.
- 34.7. No cooking or fires shall be permitted under the tree canopy.
- 34.8. No fuel, chemicals or other substances that may harm trees shall be positioned beneath the canopy of a tree.
- 34.9. Nothing shall be attached to trees without prior consent. A request must be made in writing to the OIC at least 6 weeks prior to the event. Requesting consent is no guarantee that permission will be granted.
- 34.10. No trees shall be used to elevate any lighting, cabling or wiring.
- 34.11. Any damage caused to trees as a direct result of the event shall be charged to the Hirer. The cost of repair or replacement shall be determined by Lambeth Parks Service and shall be non-negotiable.

## 35. INFRASTRUCTURE

- 35.1. Removal or interference with any park infrastructure without the permission of the OIC is not permitted. Permission must be sought in advance in writing. Requesting permission is no guarantee that permission will be granted.
- 35.2. All event infrastructure must be removed from the park or open space and any items left 2 working days after the final date of the hire will be removed by Lambeth Council and the cost will be taken from the Damage Deposit.
- 35.3. The Hirer will be liable for any costs and failure to obtain permission will impact future applications.

## 36. ELECTRICITY

- 36.1. All electrical works carried out by the Hirer or his Agents\Sub-Contractors, shall be carried out by a competent and qualified electrician who shall remain on site or on call whilst the event is open. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994, and must be signed off by a competent person. The installation may be inspected at any time by the Council's Electrician at the costs to the Hirer.
- 36.2. All cables, conductors, plugs and sockets etc shall be of the correct type, compatibility, size, current carrying capacity, and fulfil the legislative short circuit requirements. They shall also be properly insulated for the purpose for which they are intended. Any extension cables used shall be as short as possible and conform to BS EN 60309-2.
- 36.3. All generators, circuit boards and potentially dangerous installations shall be positioned away from flammable materials and be securely protected so as to deny access to all except competent and qualified employees or Agents\Sub-Contractors.
- 36.4. All generators must be diesel powered, silent running and properly maintained. The OIC reserves the right to shut down any generator in the interests of public safety or if the generator is causing unacceptable levels of noise or air pollution.

- 36.5. Petrol Generators are not permitted onsite at any time. Anyone found with a petrol generator onsite will be required to turn it off and remove it from the park, open space or street. The council takes no responsibility for any losses this may incur.
- 36.6. Electrical cables shall not be laid along the ground without the prior permission of the OIC. Cabling that is given permission to be surface laid shall be covered in such a way as not to constitute a tripping hazard. The covering shall also be suitable for the ground on which it is laid i.e. thin rubber matting is not suitable as a covering on a tarmac surface. Hirers must ensure that not that connections or junctions are not accessible to members of the public or flown over public spaces.
- 36.7. All electrical cabling shall be removed on completion of the event.
- 36.8. Hirers are expected to minimise the use of generators and prioritise the use of less polluting alternatives such as solar panels.
- 36.9. Lighting should be LED bulbs where possible.

## 37. TELEPHONE LINES

- 37.1. The Hirer shall be responsible for ordering any telephone lines required through British Telecommunications (BT) plc or other provider. Any cost incurred will be covered by the Hirer and permission needs to be granted by the OIC prior to any instalments.
- 37.2. Phone lines may be available for hire from EventLambeth, these should be booked through the OIC, and there will be a charge for this service.

## 38. WATER AND MAINS DRAINAGE

- 38.1. The Hirer may request connection to a Lambeth Park or Open Spaces water supply and mains drainage systems. Connection to the supply shall only be carried out by Lambeth Council employees or agents\sub-contractors, and shall be charged at the rate laid down in the Charging Framework. Any alterations to the connection to the supply shall only be carried out by Lambeth Council employees or agents\sub-contractors. All water supplies must be tested and certified prior to use. This request must be made in writing at least 6 weeks before the event.
- 38.2. If the Hirer wishes to use their own contractor then permission must be sought in writing not less than 28 days before the event.
- 38.3. If the Hirer wishes to test the water themselves the certification must be supplied not less than 5 working days before the event.
- 38.4. The council cannot be held responsible for any failure of water quality testing and/or the water pressure. The event organiser is responsible for sourcing and paying for alternative sources of potable water as required.
- 38.5. All standpipe points, pumping machinery, open manhole covers and drainage systems shall be securely protected so as to deny access to all except competent and qualified employees or Agents\Sub-Contractors.
- 38.6. Any fixtures to the standpipes installed by Lambeth Council Employees or agents\sub-contractors are the Hirers responsibility. The certification of the water supply is to the

standpipe. The Council can take no responsibility for any fixtures or fittings used beyond this point. Any fixtures or fittings supplied by the Hirer must be appropriate for use

- 38.7. Mains water shall be metered and charged at the rate laid down in the Services Order Form.
- 38.8. Permission from Thames water must be sought and provided to the OIC before any access to sewers is obtained.

## 39. TOILETS

- 39.1. The Hirer shall ensure that they provide sufficient toilets for the number of people attending the event. The Purple Guide to Health, Safety and Welfare at Music and Other Events should be consulted for guidance as to the quantity required, please remember that the figures provided in this are only a guide to the minimum amount required and if further advice is required the Hirer can discuss this with the OIC and the Councils health and safety officers.
- 39.2. Failure to provide adequate toilet provision may result in additional cleaning charges. Event organisers must not rely on provision of sanitary facilities from Parks or local infrastructure.

## 40. LIQUEFIED PETROLEUM GAS (LPG) & FLAMMABLE MATERIALS

- 40.1. The Hirer shall ensure that all flammable materials and other substances hazardous to health are controlled in accordance with the Control of Substances Hazardous to Health Regulations 2002 (COSHH).
- 40.2. The Hirer shall ensure that the storage and use of LPG complies with the LPG Association Code of Practice Part 7 – The storage of full and empty LPG cylinders and cartridges, and the Highly Flammable Liquids and LPG Regulations 1972.
- 40.3. All LPG cylinders and flammable material containers, full and empty, shall be stored in the open air, on firm level ground in a well-ventilated position, and securely protected so as to deny access to all except competent and qualified employees or Agents\Sub- Contractors.
- 40.4. Appliances specifically designed for indoor use with cylinders located on or in the appliance may be used, but shall comply with manufacturers operating procedures.
- 40.5. Petrol Generators are not permitted onsite at any time as per section 32.5 of these terms and conditions.

## 41. LITTER, BINS AND RECYCLING

- 41.1. The Hirer shall ensure that the site and a minimum of 10m around the site perimeter is left clear of all litter and refuse on completion of the event. The Hirer shall note that he shall be responsible for the spread of any litter from the site that is directly attributable to the event.
- 41.2. The Hirer is responsible for ingress and egress routes to and from the event site. Additional provision may also be required in the local area and surrounding streets depending on the scale of the event. The OIC will make the Hirer aware of this when it is required for the event.

- 41.3. Litter picking, sweeping and collection services, may be booked through the OIC who will provide the contact details for this. The Hirer shall note that the cost of these services is liable to change, subject to variations in the Council's contractor's fees.
- 41.4. The Hirer shall ensure that he makes available suitable and sufficient refuse receptacles for the event.
- 41.5. The Hirer shall ensure that sufficient wet skips are provided for the event, should it involve catering on a large scale.
- 41.6. The Hirer may employ their own Agents\Sub-Contractors to carry out the supply of skips and the collection of litter. 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 by the Council's contractor.
- 41.7. Wherever possible, the Hirer shall ensure that the maximum amount of waste material is recycled.
- 41.8. The Hirer is responsible for removing all waste from the event site. Any waste left onsite or in park bins or streets without prior agreement will be charged for disposal.
- 41.9. Hirers must provide recycling bins and general waste bins together.

## 42. EMERGENCY SERVICES

- 42.1. The Hirer shall be responsible for consulting with / informing the necessary Emergency Services (Metropolitan Police, London Ambulance Service and London Fire Brigade) prior to the event.
- 42.2. The Hirer shall be responsible for providing full details of emergency access routes and evacuation plans within the Events Safety Plan.

## 43. FIRST AID

- 43.1. The Hirer shall ensure that he provides sufficient first aid cover for the risk level of the event. The Purple Guide to Health, Safety and Welfare at Music and Other Events should be consulted for guidance as to the level of cover required as a minimum.
- 43.2. The Hirer shall provide a full post event medical report detailing all the recorded medical and first aid responses and incidents, including but not limited to, casualties treated onsite and take to hospital.

## 44. CHILDREN & VULNERABLE PEOPLE

- 44.1. 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 provisions of the Children's Act 1989.
- 44.2. The Hirer shall ensure that where appropriate, all employees, contractors and volunteers with access to children and vulnerable people are successfully DBS checked prior to the event.



## 45. FUNFAIR RIDES AND AMUSEMENTS

- 45.1. Permission to use funfair rides and amusements in a Lambeth Park or Open Space, or as part of the event, shall be sought from the OIC prior to the event.
- 45.2. The Hirer shall ensure that all funfair rides comply with the Fairgrounds and Amusement Parks – Guidance on Safe practice 1997.
- 45.3. Permission to use water or electricity within the Park or Open Space must be agreed in advance and will be charged.
- 45.4. A schedule of arrivals must be submitted. And vehicles managed so that there is no queuing outside of the venue.
- 45.5. Night time arrivals are not permitted.
- 45.6. The Hirer shall ensure that the rides, open to the general public, are certified by a competent inspection body and that a copy of the inspection certificate is given to the OIC, before the rides are allowed to open. The OIC reserves the right to spot check any event taking place on a Lambeth Park or Street at any time during build, event and dismantle.
- 45.7. For any rides as part of an event it is the Hirers responsibility to ensure that appropriate insurance and certification is in place and that they are content for the rides to be a part of the event. ADIPS Certification, Insurance and details of the rides should be submitted to the OIC not less than 28 days before the event. No rides will be permitted without this documentation and outside of this timeline.
- 45.8. PIPA certificates and appropriate insurance must be supplied for any inflatables. Permission will not be granted for any inflatable play equipment without a PIPA certificate.
- 45.9. It is the Hirers responsibility to ensure that any rides or play equipment is situated on an appropriate surface.

## 46. WEATHER

- 46.1. The Council requests that the Hirer considers the general risks of sunshine and the provision of shade at outdoor events.
- 46.2. The Hirer must consider and plan for inclement weather and make provision for this.

## 47. MASSAGE AND COMPLIMENTARY THERAPIES

- 47.1. A license is required for all massage and all other types of alternative-medical treatment including Henna Tattoos, the Hirer shall contact the Public Protection Team least 2 months before the event for clarification and advice on 0207 926 5000.
- 47.2. Body Piercing and Permanent Tattooing are not permitted as part of any event.

## 48. ANIMALS

- 48.1. The Hirer shall ensure that only domestic animals are used in entertainment acts or circuses in a Lambeth Park or Street unless permitted by the OIC.
- 48.2. No dogs, except guide dogs, shall be allowed access to the events without prior approval of the OIC.
- 48.3. All animals brought onto site must have been checked by officers from the Corporation of London.
- 48.4. Any events with animals must adhere to the Lambeth Guidelines for Animals at Events 2015.

## 49. ADULT ENTERTAINMENT

- 49.1. All forms of adult entertainment are prohibited.

## 50. GRAFFITI

- 50.1. The sale and supply of graffiti products and aerosol spray cans is prohibited.
- 50.2. Graffiti may be permitted as part of an event. Permission must be sought in writing from the OIC at least 6 weeks before the event. It must take place in a designated area, with ground and infrastructure protection in place, Children must not be allowed un-supervised access to the paint. A detailed risk assessment and method statement must be supplied.

## 51. BONFIRES

- 51.1. No bonfires shall be lit in any park or open space without the permission of the OIC. Permission must be sought in writing at least three months prior to the event.
- 51.2. The Hirer will be liable for all reinstatement work required which must be undertaken by an approved contractor.

## 52. HELICOPTERS

- 52.1. No helicopters shall land in a Lambeth Park or Open Space without the prior permission of the OIC, with the exception of the Air Ambulance Service.

## 53. HOT AIR BALLOONS

- 53.1. Permission for hot air balloons to take off and land in a Lambeth Park or Open Space, even if they are tethered, shall be sought from the OIC prior to the event. If permission is granted, the Hirer shall ensure that the Civil Aviation Authority and relevant authorities are notified. Confirmation of such notification must be provided to the OIC.
- 53.2. Sky Lanterns or similar and balloon releases are not permitted at any events.

## 54. PYROTECHNICS

- 54.1. No pyrotechnics shall be fired in a Lambeth Park or Street without the prior permission of the OIC. Requests for permission must be made in writing at least 3 months prior to the event.
- 54.2. The use of pyrotechnics requires a consent form which is issued by the Licensing Service at Lambeth Council.
- 54.3. Full plans for any pyrotechnics must be submitted to the OIC at least 6 weeks in advance of the event.
- 54.4. Any requests for information, demonstrations and/or changes made by the London Fire Brigade must be actioned.
- 54.5. The council cannot be held responsible for any changes required by the London Fire Brigade.

## 55. LASERS

- 55.1. Permission to use lasers in a Lambeth Park or Street shall be sought from the OIC at least three months prior to the event. The Hirer shall also inform the Council's Public Protection Services Division.
- 55.2. The use of lasers requires a consent form which is issued by the Licensing Service at Lambeth Council.

## 56. SMOKE EFFECT MACHINES

- 56.1. Permission to use smoke effect machines in a Lambeth Park or Street shall be sought from the OIC at least three months prior to the event. The Hirer shall also inform the Council's Public Protection Services Division.
- 56.2. The use of smoke machines requires a consent form which is issued by the Licensing Service at Lambeth Council.

## 57. WIND EFFECT MACHINES

- 57.1. Permission to use wind effect machines in a Lambeth Park or Street shall be sought from the OIC at least three months prior to the event.
- 57.2. The use of wind effect machines requires a consent form which is issued by the Licensing Service at Lambeth Council.

## 58. STROBE LIGHTING

- 58.1. Permission to use strobe lighting in a Lambeth Park or Street shall be sought from the OIC at least three prior to the event. The Hirer shall also inform the Council's Public Protection Services Division.
- 58.2. The use of strobe lighting requires a consent form which is issued by the Licensing Service at Lambeth Council.

## 59. REPLICA WEAPONS

- 59.1. It is prohibited to sell or give away replica weapons as part of any event in a Lambeth Park or Open Space.
- 59.2. It is prohibited to use replica weapons as any part of entertainment a Lambeth Park or Open Space.

## 60. FILMING / LIVE BROADCAST

- 60.1. Permission to film or broadcast live from the event shall be sought from the OIC prior to the event, and permission of the OIC shall be obtained before photographs or video recordings are made or taken on the premises.
- 60.2. The attending OIC reserves the right to record footage and photograph any part of the event. Material acquired will be used for council publicity and internal purposes i.e. training and event debriefs.
- 60.3. Exhibition of any recorded material must be classified by the council's licensing officers or the British Board of Film Classification (BBFC).
- 60.4. If the Hirer wishes to fly a drone at an event they must seek permission from the Lambeth Film Office. If permission is granted proof along with any conditions must be presented to the OIC so that they can be included with the tenancy permit.

## 61. CARAVANS / CAMPING

- 61.1. Permission to live in caravans or to camp in a Lambeth Park or Open Space as part of the Hirers compound shall be sought from the OIC prior to the event.
- 61.2. The Hirer shall ensure that they adhere to all guidelines set out in the Purple Guide to Health, Safety and Welfare at Music and Other Events including but not exclusively to site design and densities.
- 61.3. Commercial caravan and camping sites are not permitted in any Lambeth Park or Open Space.

## 62. FIXING OF STRUCTURES TO THE GROUND

- 62.1. If the Hirer wishes to place any structure (included but not limited to pegs, pins) in to the ground they must seek permission from the OIC in advance.
- 62.2. The Hirer is responsible for running a search through the national Grid EAGLES search system and provide the results to the OIC before any works commence.
- 62.3. The Council will provide any collateral held by EventLambeth around underground services.
- 62.4. It is the Hirers responsibility to ensure that they and any contractors meet the guidance set out in HSG47.

- 62.5. The Hirer is responsible for ensuring the safety of all staff and contractors when placing structures in to the ground and for ensuring that any additional surveys or scans are undertaken as necessary.
- 62.6. Should there be any incident involving underground infrastructure this must be reported immediately to the OIC.
- 62.7. The Council cannot be held responsible for any information provided around the presence of underground services.

## 63. EGRESS

- 63.1. The Hirer and their security team is responsible for clearing the wider park areas (where a park is locked at night) for any event that takes place after park closing times – unless agreed in advance with the OIC and Lambeth Parks service.
- 63.2. Should any breaches occur it is the responsibility of the Hirer to ensure adequate staffing to check and safely clear the wider park area.
- 63.3. Where an event site is located a distance from the main transport hubs it is the responsibility of the Hirer to ensure a provision of public toilets are provided at agreed points for the attendees egress towards transport hubs.
- 63.4. For events taking place after park closing the Hirer is responsible for ensuring that non-event attendees do not gain access to the park.

## 64. OTHER CONDITIONS

- 64.1. No Alcohol or tobacco may be awarded as prizes.
- 64.2. No “legal Highs” to be sold.
- 64.3. The original application is how the event is initially assessed and taken to subsequent stages. Any changes to the original application need to be highlighted and brought to the attention of the OIC in good time for them to be consulted on.
- 64.4. Unless agreed in writing the numbers on the original application will be those that the Event Permit is granted for. This will be the total number of attendees’ permitted onsite and takes precedence over any other licenses that grant for higher numbers. Where a licence permits lower numbers that will take precedence.
- 64.5. Failure to deliver the event as per the documents submitted and agreed by the Council and or Lambeth Events Safety Advisory Group may result in the event being cancelled and will impact further applications.
- 64.6. Organised acts of religious worship will not be considered. Where an act of worship is ancillary to a main event and is minor in comparison it may be permitted. Where facility is made at an event for audience to pray, and as a minor part of the overall event, this will be considered so long as it complies with all other aspects of this policy and with relevant legislation regarding equalities.
- 64.7. Ticketing: Where possible tickets should use an electric platform such as mobile tickets in an app in attempt to reduce any unnecessary paper.

- 64.8. Merchandise: Plastic must be limited. Do not offer plastic packaging or bags unless specifically asked by the customer.
- 64.9. Confetti/Glitter/Streamer Cannon are not permitted.
- 64.10. Barbecues are not permitted unless agreed in advance by the OIC. This includes any staff or crew areas. If permission is not sought the Hirer will be responsible for the ground reinstatement and be liable for a fine of up to £500 for breach of park bylaws.

## 65. APPENDIX 1 - CONFIDENTIAL

### **PARK EVENT TERMS AND CONDITIONS**

### **CONTACT TELEPHONE NUMBERS**

#### *EVENTS RELATED TELEPHONE NUMBERS*

<b>TITLE</b>	<b>NUMBER</b>
EventLambeth	020 7926 6207 / 020 7926 9793 (Out of Hours)
Lambeth Landscapes / Parks Service	020 7926 9000
Licensing Service	020 7926 5000
HSE Publications	01787 881165
Security Industry Authority	08702 430100

## 66. APPENDIX 2 – REPORTABLE INCIDENTS

### **PARK EVENT TERMS AND CONDITIONS**

#### **REPORTABLE INJURIES**

- Death.
- Fracture other than to fingers, thumbs or toes.
- Any amputation.
- Dislocation of shoulder hip knee or spine.
- Loss of sight (temporary or permanent).
- Penetrating injury to the eye.
- Injury resulting from an electric shock or burn.
- Unconsciousness caused by injury, asphyxia or exposure to harmful substance or agent\Sub-Contractors.
- Acute illness requiring medical treatment as a result of exposure to a biological agent, its toxins or infected material.

#### **REPORTABLE DANGEROUS OCCURENCES**

- Collapse, overturning or failure of load bearing parts of lifts, hoists, mobile platforms, access cradles or fork lift trucks.
- Explosion, collapse or bursting of any closed vessel or associated pipe work.
- Failure of any freight container in any of its load bearing parts.
- Plant or equipment coming into contact with overhead power lines.
- Electrical short circuit or overload causing fire or explosion.
- Collapse or partial collapse of a scaffold over 5 metres high.
- Failure of any load bearing funfair equipment, or derailment or collision of cars.
- Unintended collapse of any structure under construction



## 67. APPENDIX 3 – PART 1 - HANDOVER / TAKEOVER CERTIFICATE

<b>Park Event Terms and Conditions Part 1 – Handover of Site to the Hirer</b>		
<b>Event</b>		
<b>Site</b>		
<b>Date/s</b>		
<b>Area:</b>	<b>Comments</b>	<b>Video &amp; Photo Evidence Y / N</b>
Ground Conditions		
Ground Damage		
Services Damage		
Tree Damage		
Miscellaneous Damage		
Litter		
Signed:		
Name:		
Dated:		

## 68. APPENDIX 3 – PART 2 – SITE RETURNED CERTIFICATE

<b>Park Event Terms and Conditions Part 2 – Returned Site from the Hirer to the Council</b>		
Event		
Site		
Date/s		
<b>Area:</b>	<b>Comments</b>	<b>Video &amp; Photo Evidence Y / N</b>
Ground Conditions		
Ground Damage		
Services Damage		
Tree Damage		
Miscellaneous Damage		
Litter		
Signed:		
Name:		
Dated:		

## 69. APPENDIX 4 – CONDUCT OF DRIVERS

### CONDUCT OF DRIVERS IN A LAMBETH PARK OR OPEN SPACE

- **DO**
  - Keep to vehicle access / egress routes previously agreed with the OIC.
  - Keep within the speed limit of **5mph** in all areas of the park or open space.
  - Keep Hazards on at all times.
  - Give way to all pedestrians & dogs. Stop when necessary.
  - Obey the instructions of any Council Officer or Police Officer.
  - Be aware that park users may not expect to see a vehicle moving in the park or open space so may not be as alert to vehicles as they would in a road situation.
  - Ensure all vehicles must be road worthy and have the appropriate documentation.
- 
- **DO NOT**
  - Sound horns.
  - Park near the base of any trees or under any tree canopy.
  - Drive between parents and small children or dog owners and their dogs.
  - Drive close behind people to make them move.
  - Be impatient, aggressive or rude.
  - Overtake any moving vehicles.
  - Use mobile phones or similar while driving.
  - Be under the influence of drink or drug

## 70. APPENDIX 5 – PENALTIES SYSTEM

In the event a Hirer chooses to ignore the terms and conditions of hire in relation to the event set up, event days and the break down/derig of the event, then Lambeth Council will enforce penalties and a penalties system has been implemented to safeguard the parks, commons and open spaces in addition to the surrounding environment.

When signing and agreeing to the parks terms and conditions of hire and event agreement, all Hirers / event organisers agree to commit to all the relevant regulations and byelaws. Council event officers present at events will issue Hirers / event organisers with a verbal notice that an infringement has occurred, the action required and the timescale; each notice will be logged by a council officer demonstrating that a regulation or byelaw has been breached.

The Hirer / event organiser will then be given a specific time period to rectify the situation or signed off undertaking to rectify within an agreed period; if the situation has not been rectified within the specified timescale another notice will be issued and logged. If a Hirer / event organiser receives three notices either relating to the same or different issues they will jeopardise the right to apply to hold events on any of Lambeth's parks, commons or open spaces.

If a Hirer / event organiser receives either one or two notices but in the course of the event has rectified the situations a record will be kept by the events team.

A Hirer / event organiser who is issued with three notices has the right to appeal within 10 working days from the final live event day. The appeal must be made in writing to the events team detailing why the situations arose and why they were unable to solve these issues in the allocated time. The appeal will then be reviewed by the events team and if necessary in consultation with stakeholders. The organiser will then receive the decision on appeal in writing within 24 working days from the date of receipt of their appeal. Once a decision on an appeal has taken place there is no second appeal channel and the decision stands.

## Penalties System

As part of the Hire Terms and Conditions, Hirers / event organisers must treat the area (and surrounding area) of their event location with appropriate care and respect. However if a Hirer / event organiser cannot adhere to these terms they will be liable to penalties.

Through the revised Event Strategy a clear penalties system has been produced to outline the cost of disregarding legislation, regulation and byelaws during set up, event days and break down / derig of an event.

### PENALTY COSTS TABLE

<b>ISSUE</b>	<b>Penalty Fee</b>	<b>DETAIL</b>
Breach of Lambeth Park & Open Space Byelaws	£500 for each breach	Charged in addition to other penalties in this Cost Table
Unauthorised Vehicles onsite prior, during and post event	£250 per vehicle	This amount does not include any repairs to the ground caused by unauthorised vehicles which will be charged for separately.
Damage or Vandalism of trees to accommodate the event	£1000 minimum	This amount could be Increased depending on the cost to repair.
Damage or Vandalism of park infrastructure to accommodate the event	£1000 minimum	This amount could be increased depending on the cost to repair.
Unauthorised Fly-posting or advertising within the Park or Open space	£100 per illegal poster/flyer	This amount could be increased depending on the cost to removal and cleaning.
Unauthorised infrastructure	£500 minimum	This amount could be increased depending on the size and type of Infrastructure.

Noise infringement	£100 minimum	At the discretion of the noise officer and will only be charged at db levels beyond 3dbs over the limit and not rectified within the next 15min LAEQ
Waste and litter left on site	£500 minimum	This amount could be increased depending on the cost to remove the waste.
Unauthorised use of Council infrastructure, Power, Water, Waste or Phone Lines.	£1000 minimum	This amount could be increased depending on the final cost of use and any associated damage to repair.
Vacating site after the agreed time (without prior permission from EventLambeth)	£150 per hour or part thereof	On some occasions event organisers cannot leave the site at the agreed time, i.e. safety reasons, poor weather condition etc. However, this must be agreed with EventLambeth in advance.
No return of Park Key	£50 per key	Taken from the damage deposit held.