

EVENTS IN PARKS & OPEN SPACES

TERMS & CONDITIONS OF HIRE

1 Definitions

- 1.1 'Hirer' means the person or company whose signature or, in the event of a company, authorised signatory appears on the application form.
- 1.2 'Venue' means the area or park recreation ground or open space under the management of Vision-Redbridge Culture & Leisure Limited.
- 1.3 'VRCL' means Vision-Redbridge Culture & Leisure Limited, and its offices.
- 1.4 'Council' means the London Borough of Redbridge working in partnership with Vision-Redbridge Culture & Leisure Limited.
- 1.5 'Contract' means a legally binding exchange of promises or agreements between parties that the law will enforce.
- 1.6 'Event' means the purpose for which the venue is being hired for.
- 1.7 'Chief Executive' means the Chief Executive of Vision-Redbridge Culture & Leisure Limited or his delegated officer.

2 Application process

- 2.1 All applications for hire must be made using an application form obtainable from:

**Events Team
Vision - Redbridge, Culture & Leisure,
Gardeners Cottage,
Valentines Mansion & Gardens,
Valentines Park,
Emerson Road,
Ilford, Essex, IG1 4XA**

Download from: www.redbridge.gov.uk

Email to: Redbridge-events@visionrcl.org.uk

- 2.2 Applications may only be received up to but no later the timescales outlined in 2.5 of the year when the event is due to take place. Applications received after this date may not be submitted to the Events Team for approval.
- 2.3 Applicants must be over eighteen years of age or be part of a registered company.
- 2.4 The hire charge shall be the prevailing charge laid down by Vision-Redbridge, Culture & Leisure Limited and may be changed from time to time. Details are available on request from the Events Team via email on Redbridge-events@visionrcl.org.uk

- 2.5 The Hirer must submit a site plan of the event with sufficient notice prior to the event. Failure in doing so may result in cancellation of the Contract. The following guidelines apply:
- Large scale events (i.e. 5000 or over persons): Site plans required 6 months prior to event
 - Medium scale events (i.e. 500-5000 persons): Site plans required 4 months prior to event.
 - Small scale events (i.e. up to 500 persons): Site plans required 2 months prior to event.
- 2.6 Fairground equipment to be used must be covered by a current pass certificate issued by the Showmen's Guild and any other certification or legislation prevailing at the time of booking. Current ADIPS certification and in date insurance certificates must be produced a minimum of four weeks prior to the event.
- 2.7 In the event that the Hirer's application has been successful and once all supporting event information has been received, Vision-Redbridge Culture & Leisure Limited shall provide the Hirer with written confirmation of the booking.

3 **Payment**

- 3.1 The Hirer is required to immediately pay Vision-Redbridge Culture & Leisure 100% of the hire fee upon receipt of an events checklist from Vision-Redbridge Culture & Leisure Limited or by the deadlines specified within the event checklist. All outstanding balances must be paid in full no less than 4 weeks prior to the Event. Vision-Redbridge Culture & Leisure Limited has the right to cancel the booking if payment is not received by the due date.
- 3.2 The Hirer will be required to immediately pay a refundable damage deposit upon receipt of a written events checklist from Vision-Redbridge Culture & Leisure Limited. The deposit required will be £1000, or greater as specified by Vision-Redbridge Culture & Leisure Limited, in the case of large scale or specialist events. This is refundable providing that the grounds are left in a sound & presentable condition without any damages. Any damages incurred as an indirect/direct consequence of your event may be deducted from your damage deposit or recovered from your organisation after your event.
- 3.3 In the event that the Hirer cancels the Event, Vision-Redbridge Culture & Leisure Limited reserves the right to charge an administration fee of £75.00. Vision-Redbridge Culture & Leisure also reserves the right to deduct the administration fee from the deposit paid by the Hirer
- 3.4 Unacceptable noise levels, offensive language and general public nuisance caused as a result of the Hirer's Event will incur a penalty set by Vision-Redbridge Culture & Leisure Limited. The Hirer will also forfeit their submitted damage deposit and it is the Hirer's responsibility to ensure that these issues are dealt with immediately and on instruction by VRCL Officers.

- 3.5 The Hirer is required to pay for the provision of any additional services (where available) used during the event such as skips, water and electricity. In the event that the Hirer applies to Vision-Redbridge Culture & Leisure Limited for skips to be provided at their event for the storage and collection of rubbish, an additional charge will be levied for these services.
- 3.6 In the event that the Venue requires special clearing services such as the clearance and disposal of animal manure and litter in connection with the Event, Vision-Redbridge Culture & Leisure Limited will charge the Hirer by raising an additional invoice or retaining part of the deposit, dependant on the costs incurred.
- 3.7 In the event of loss of any property or equipment belonging to Vision-Redbridge Culture & Leisure Limited, the Hirer will pay Vision-Redbridge Culture & Leisure Limited on demand the costs of replacing the same.
- 3.8 In the event that the Hirer fails to vacate the Venue or to clear the Venue fully at the end of the agreed hire period, Vision-Redbridge Culture & Leisure Limited reserves the right to charge the Hirer for the hire of the Venue for the additional time.
- 3.9 Vision-Redbridge Culture & Leisure Limited may cancel the Hire Contract with immediate effect, if it is felt that the Hirer has breached any terms and conditions set out under sub-clauses 3.1 – 3.4.

4 Cancellation/refusal

- 4.1 Vision-Redbridge Culture & Leisure Limited reserves the right to refuse or cancel any booking without question and does not accept any liability for any losses that is incurred from its refusal or cancellation of the said booking or of issuing the Contract to the Hirer or any third person.
- 4.2 Vision-Redbridge Culture & Leisure Limited reserves the right to terminate their Contract with the Hirer should they feel that the Hirer or his/her employers, agents or consultants do not possess the necessary competency levels required for providing the Event.
- 4.3 The Hirer must provide to Vision-Redbridge Culture & Leisure Limited written notification of any cancellation at least a month in advance. In the event of a cancellation, the Hirer shall pay to Vision- Redbridge Culture & Leisure Limited such charges as shall represent the cost of cancellation to the Vision-Redbridge Culture & Leisure Limited and as notified by VRCL upon cancellation of the Event. In the event of cancellation under this sub-clause 4.3 the deposit paid by the Hirer will be non-refundable.
- 4.4 In the event that the Hirer cancels the Event 3 (three) months prior the Event, Vision-Redbridge Culture & Leisure Limited will refund the Hirer the full fee minus the administration fee as mentioned under clause 3.3. Cancellation of the Event by the Hirer between 3 (three) and 2 (two) months prior to the Event will result in Vision-Redbridge Culture & Leisure Limited retaining 50% of the hire cost plus the administration fee as mentioned under clause 3.3. Cancellation of the Event by the Hirer within 1 (one) month prior to the Event by the Hirer will result in Vision-Redbridge Culture & Leisure Limited retaining 100% of the hire cost.

5 Venue

- 5.1 The Hirer is responsible for leaving the Venue in a clean and tidy condition at the conclusion of the Event. If at the end of the hire period there is any remaining debris, Vision-Redbridge Culture & Leisure Limited shall charge the cost of clearance to the hirer by retaining part or all of the damage deposit or by raising an invoice, depending on the costs
- 5.2 The Hirer will be required to provide litter pickers or carry out cleaning operations during an Event to minimise the environmental impact on the overall site.
- 5.3 The Hirer may only allow motorised vehicles onto the site with prior approval from the Event Manager and where permission is granted the Hirer shall be solely responsible for re-instating any damage caused by these vehicles.
- 5.4 The Hirer shall be fully responsible for all performers, participants, visitors and spectators and shall ensure that the performers, participants, visitors and spectators behave appropriately throughout the Event and shall ensure that, appropriate security and safety measures are taken to avoid offensive, offending or criminal behaviour.
- 5.5 Where Vision- Redbridge Culture & Leisure Limited deem necessary, the Hirer must provide adequate lighting to all public areas within the Venue in the direct vicinity of the event and all exits and entrances from the venue.
- 5.6 The Hirer is responsible for the management, administration and operation of the Event and for providing sufficient staff to fulfil these conditions. If Vision-Redbridge Culture & Leisure Limited feels that the Hirer has provided inadequate stewarding, traffic management and/or SIA trained security or other necessary staff, Vision-Redbridge Culture & Leisure Limited reserves the right to cancel the hire. Where a decision is taken on the grounds of public safety, Vision accepts no liability for the loss of funds by the organiser.
- 5.7 The Hirer may not remove or obscure VRCL notices or information displayed at the Venue without the prior written consent of Vision-Redbridge Culture & Leisure Limited.
- 5.8 The Hirer will be fully responsible for any damages that occur to the venue either directly or indirectly as a result of the Event. In the event of damages occurring Vision-Redbridge Culture & Leisure Limited, will organise for a contractor to rectify the damage and the Hirer will be responsible to pay the full cost of this work inclusive of administration charges. Vision-Redbridge Culture & Leisure Limited will make the decision on what constitutes damage.
- 5.9 The Hirer agrees to ensure that all generators have sufficient barriers so as to be safe to the public. Only diesel generators are permitted on Vision Redbridge Culture and Leisure land and properties.

6 Licensing & Noise - Guidance Notes

- 6.1 All Venues are close to residential properties. The Hirer shall be aware of the need to prevent so far as is possible noise or pollution disturbance to local residents.

The Hirer shall ensure that noise pollution be controlled such that levels measured at 1 metre from noise sensitive facades do not in any five minute period exceed:

	Leq	Max Sound Pressure Level
Between 9.00am and the permitted time of the end of operation, as prior agreed with the Council on the same day but no later than 6.00pm.	60dBA	70dBA
Any other time	55dBA	

In order to achieve sufficient noise control to comply with the above limits the Hirer is advised to:

- Position equipment which is likely to cause a noise or nuisance as far from any residential boundaries as is practicable and in any case at least 30 metres distant.
- Ensure that all machinery is in good working order and adequately silenced.
- Use barriers (parked vehicles for example) to screen noise sources.
- Listen and/or measure noise at the boundary from time to time in order to identify principle noise sources and take remedial action if necessary.

- 6.2 The Hirer shall not use any amplifiers without the prior written consent from Vision-Redbridge Culture & Leisure Limited and the Hirer shall note that amplifiers will not be permitted at certain sites. Where consent is given amplifiers must not exceed 30 kwatts. The Hirer must adhere to the Noise Act 1996 (if applicable) as it relates to the Venue and proposed Event.
- 6.3 The Hirer must not use, maintain, erect or dismantle any equipment, move any vehicles, carry out any other activity which will, or is likely to create noise or nuisance, between the hours of 11.00pm and 6.00am Monday to Saturday, and 8.00pm Sunday and 6.00am Monday.
- 6.4 Vision-Redbridge Culture & Leisure Limited reserves the right to demand that the Hirer reduce the level of noise being generated. VRCL staff will visit the Venue and will amend levels previously set during the Event, as appropriate.
- 6.5 The Hirer is not permitted to sell alcohol and tobacco at the Venue. The Hirer may make an application to the Council and Vision- Redbridge Culture & Leisure Limited in order to obtain the necessary permission for the sale of alcohol and/or tobacco. The Hirer is solely responsible for applying for all licences and copies need to be sent to Vision-Redbridge Culture & Leisure Limited no later than 4 weeks before the Event.

Licences for the sale of alcohol and/or tobacco can be obtained by applying for a 'Temporary Event Notice' from the Council's Licensing Team:

The Licensing Team and Community Safety Department
London Borough of Redbridge
10th Floor, Linton House
255 – 259 High Road

Ilford, Essex, IG1 1NY
Licensing.authority@redbridge.gov.uk

7 Indemnities

- 7.1 The Hirer shall indemnify and keep indemnified Vision-Redbridge Culture & Leisure Limited against the injury to, or death of, any person, and loss of, or damage to, any property including property belonging to Vision-Redbridge Culture & Leisure Limited except and to the extent that it may arise out of the act, default or negligence of the Council and/or Vision-Redbridge Culture & Leisure Limited, its employees or agents not being the Hirer or employed by the Hirer and except as aforesaid against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof, or in respect thereto.
- 7.2 Without thereby limiting its responsibilities under this clause 7, the Hirer shall insure with an insurance company approved by Vision-Redbridge Culture & Leisure Limited against the injury to, or death of, any person, the loss of, or damage to, any property arising out of or in consequence of the Hirer's Event and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.
- 7.3 The Hirer is responsible for providing appropriate insurance in respect of such risks to third parties and for personal injury to any member of the public and the Hirer's contractors, employees and agents.
- 7.4 The Hirer shall ensure that he/she holds the following minimum insurance covers:
 - Employer/Employee Liability Insurance of £10 million and
 - Public Liability Insurance of £5 million.
- 7.5 Vision-Redbridge Culture & Leisure Limited shall indemnify and keep indemnified the Hirer against the injury to or death of any person, or loss of, or damage to any property including property belonging to the Hirer to the extent that it may arise out of the act, default, or negligence of Vision-Redbridge Culture & Leisure Limited, its employees or agents other than the Hirer, its employees and agents and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Notwithstanding the foregoing Vision-Redbridge Culture & Leisure Limited shall in no circumstances be liable to the Hirer for any loss or damage (whether direct, indirect or consequential) however caused otherwise than in accordance with an express provision of the Contract.

8 Permitted use

- 8.1 The Hirer shall not sub-let or use the Venue for any activity or purpose other than those stated in the hire application form. In the event that the Hirer's plans of the Event change or the Hirer considers sub-letting the Venue, the Hirer shall notify Vision-Redbridge Culture & Leisure Limited in order that the Chief Executive may consider providing written consent for the same.
- 8.2 The Hirer shall be responsible for liaising with the Metropolitan Police and seeking approval in advance of any Event involving large numbers of people (i.e. over 500) that

may cause disruption, noise or nuisance.

- 8.3 The Hirer is not permitted to occupy the venue outside of the hours and dates specified in the application without prior formal & written notification presented to the Events Team. The use of the venue for additional dates and times outside of those specified in the application form will result in additional fees as specified by the Events Manager.

9 **Right of access**

The Hirer shall permit authorised Council and VRCL Officers entry to all parts of the Venue throughout the hire period.

Vision-Redbridge Culture & Leisure Limited reserves the right to set a limit for the number of persons allowed within the Venue in accordance with the Premises Licence and the Hirer shall comply with any limit set and shall ensure that the limit will not be exceeded.

10 **Health and safety**

- 10.1 The Hirer shall provide Vision-Redbridge Culture & Leisure Limited and the Council with a comprehensive Events Management Plan which must include a detailed and event specific risk assessment and Emergency Plans for each Event, prior to the Event taking place.
- 10.2 The Hirer shall be responsible for all aspects of safety at the Venue throughout the Event.
- 10.3 The Hirer agrees to adhere to the minimum standards as laid out in the Event Safety Guide – Health & Safety Executive (as amended) and adhering to these terms and conditions. Failure in doing so may result in the Contract being terminated by Vision-Redbridge Culture & Leisure.
- 10.4 The Hirer shall be fully responsible for ensuring that all elements of the Event are covered by prevailing guidelines and legislation. The Hirer shall ensure the safety of the Event, the property, equipment and any person attending the Venue.
- 10.5 The Hirer shall ensure that all generated power supplied shall be fully earth bonded.
- 10.6 The Hirer shall ensure that a fire risk assessment and appropriate and sufficient fire extinguishers are available, easily visible and ready for use at each exit and additionally where electrical equipment or hazards of a similar nature are present.
- 10.7 The Hirer shall ensure that the exit from the field is clearly identifiable and shall be attended by the Hirer's employees, agents or contractors throughout the time the public are present.
- 10.8 Hirers proposing to stage the event in a marquee or similar structure must observe the following regulations:
- The marquee or Big Top must be stable and erected in a safe manner. All obstructions must be positioned away from exit ways.

- At least two independent sources of supply shall be provided to illuminate the marquee if necessary.
- Gangways within the marquee must be kept clear at all times and a minimum of 1.1m wide.
- Exit ways not less than 1.6m wide shall be provided at the rate of one per 250 members of the audience.
- There shall be a sufficient number of stewards to ensure that gangways are kept clear of obstruction.
- If it is necessary to heat the marquee or Big Top only air blowers are permitted.

10.9 The Hirer will be responsible for providing adequate first aid cover and for co-ordinating the Emergency Services including the Ambulance, Police and Fire Service.

11 **Promotion of the Event**

11.1 The Hirer shall not use any fly posting to promote the Event. In the event that flyposting occurs Vision-Redbridge Culture & Leisure Limited and the London Borough of Redbridge will organise for posters to be removed and will charge the Hirer with the costs of such removal. The London Borough of Redbridge will determine if any fines are applicable.

11.2 The Hirer agrees to contact and comply with the requirements of the Civil Aviation Authority and any other regulatory body prior to the Event taking place. The Hirer must submit copies of all promotional material to be used for the promotion of the Event to the Vision-Redbridge Culture & Leisure Limited for approval prior to its publication.

12 **Traders & Vendors**

12.1 The Hirer shall be responsible for the conduct of any concessionaries/vendor appointed for the event. The Hirer shall notify Vision-Redbridge Culture & Leisure Limited of the names of any concessionaries used during the hire period and provide relevant registration documents.

12.2 The Hirer shall ensure that any concessionary used during the hire period is sufficiently insured.

13 **Animals**

13.1 All events including animals must comply with the Council's Animal Welfare guidelines.

13.2 In addition to the park application, notice must be given by the hirer to the Licensing Authority of the Council no less than 6 weeks prior of the event.
licensing.authority@redbridge.gov.uk

13.3 All vendors who wish to display a dangerous wild animal will need a licence from the Local Authority under the Dangerous Wild Animals Act 1976.

- 13.4 All animals must be held in accommodation which secures that the animal will not escape, which is suitable as regards construction, size, temperature, lighting, ventilation, drainage and cleanliness and which is suitable for the number of animals proposed to be held in the accommodation.
 - 13.5 All animals must be supplied with adequate and suitable food, drink and bedding material and be visited at suitable intervals.
 - 13.6 Vendors must take appropriate steps at all such times be taken for the protection of any animal concerned in case of fire or other emergency
 - 13.7 Vendors must take all reasonable precautions will be taken at all such times to prevent and control the spread of infectious diseases.
 - 13.8 Vision Redbridge Culture and Leisure reserves the right to refuse the inclusion of animals as part of an event if not satisfied with the documentation provided or based on the advice of the Council or other specialist advisors.
- 14 Catering**
- 14.1 The Hirer must submit written details of proposed catering to the Council's Environmental Health Office and Vision-Redbridge Culture & Leisure Limited no less than one month prior to the Event.
 - 14.2 The Hirer may only contract caterers who comply fully with the requirements of the Food Safety (General Food Hygiene) Regulations 1995 (as amended) and the Food Safety Act 1990 (as amended).
- 15 Collections/Lotteries**
- 15.1 The Hirer is not permitted to hold any collections, lotteries or gaming of any sort without prior written consent from Vision-Redbridge Culture & Leisure Limited and the London Borough of Redbridge Licensing Service. If a licence is granted all collections must be made into sealed receptacles. Organisers must fully disclose to Vision where donated funds and beneficiaries are to be allocated.
- 16 Adjustments/Additions to the above**
- 16.1 (Adjustment to 3.1) The Hirer must pay the full and final fee inclusive of the damage deposit by the date set in written correspondence. Any monies requested by Vision-Redbridge Culture & Leisure but not received by this date may result in the cancellation of your event.
 - 16.2 (Adjustment to 3.2) The damage deposit quoted for this activity may be greater than £1000 if deemed necessary by VRCL officials. This is refundable providing that the grounds are left in a sound & presentable condition without any damages. Any damages incurred as an indirect/direct consequence of your event may be deducted from your damage deposit or recovered from your organisation after your event.

- 16.3 Vision-Redbridge Culture & Leisure Limited will request the Hirer to provide suitable ground protection, where necessary, following site inspections prior to and during your event.
- 16.4 It is the responsibility of the hirer to inspect the grounds prior to and after their event to ensure its suitability for use and to record any damages. In addition, the grounds will be inspected by VRCL officials on the next working day (post event) with any damages recorded and communicated to the hirer. All damages must be compensated for or rectified to a satisfactory standard, as deemed necessary by VRCL Events Team.
- 16.5 It is the responsibility of the hirer to monitor the weather conditions prior to their event. In the event of wet & inclement weather, the hirer must source and provided appropriate ground protection in consultation with the VRCL Events Team.