

CONDITIONS TO BE OBSERVED BY ORGANISATIONS HOLDING FUNCTIONS IN PUBLIC PARKS WITHIN THE BOROUGH OF SUTTON WITH THE CONSENT OF THE COUNCIL

Hiring the site

1. Hiring a Park or open space owned and managed by the London Borough of Sutton will be subject to a hire fee and a booking administration fee. Fees and charges are reviewed and subject to change annually. The hire fee for the event is based on; event type, duration, size and location. Flexibility will be retained to permit Council Officers to negotiate fees based on information supplied by the hirer. An invoice will be sent to the hirer and is to be paid as soon as possible.
2. A proposed event is not approved until it has been subject to the relevant consultation as set out in the Parks and Open Spaces Strategy and all relevant paperwork has been submitted to the Officer in Charge. A confirmation email will be sent to the event organiser once their event has been approved. The Council reserves the right to cease any event that has not been formally approved and to impose specific conditions of hire.
3. Payment needs to be made online at least two weeks prior to the event taking place. Should payment be delayed this could result in future events not being agreed. The link for payment can be found on the Council's "Event Planning" web page:
www.sutton.gov.uk/w/event-planning-events-in-parks-and-street-parties

Payment

4. All other costs related to delivery of the approved event shall be the responsibility of the event organiser including, but not limited to; licences, temporary sanitary provisions, first aid provisions, advertisements (both physical and digital).
5. Should a hirer cancel their event less than 14 days prior to the event date a cancellation fee of 25% the agreed hire fee will be charged by the Council and in addition the booking administration fee will be retained by the Council.
6. Failure to make payment for any of the costs associated with hosting a park or open space event in the borough may result in future event applications being rejected and possible legal action to recover the outstanding balance.

Insurance

7. The organisers of a function in a public park are required to hold and provide proof of a Public liability insurance policy to indemnify the Council from and against:
 - a. Liability claims by third parties, including employees or servants of the Council in respect of personal injury or damage which may arise out of or in consequence of the use of the park and equipment for the purpose of the function.
 - b. Damage to property belonging to the Council, which may arise out of or in consequence of the use of the park for the purpose of the function.
 - c. Please note that if the organiser has staff members or volunteers working in the function they will be required to hold and provide evidence of Employers' Liability cover as required under the Employers' Liability (Compulsory Insurance) Act 1969.
8. Without limiting their liability against the Council, the organiser will insure and keep themselves insured for the period of their use of the park with an approved insurance company in the UK to the satisfaction of the Council:
 - A minimum of £5,000,000 in Public Liability cover (£10,000,000 for higher risk activities such as fairgrounds, circuses, and fireworks displays) in respect of any one accident, incident or event
 - When applicable, a minimum of £5,000,000 Employers' Liability cover in respect of any one accident, incident or event
9. A copy of the Public Liability and Employers' Liability insurance documents shall be sent to the Events Team, by email to events@sutton.gov.uk, which includes the certificate and policies of insurance and the receipts for payment of the premiums, not less than 28 days prior to the dates of the commencement of the use of the park.
10. If the organisers fail to deliver a satisfactory insurance policy as required, the consent granted to their application shall immediately become null and void and the Council shall not be liable to refund the organisers any fees or hire charges that may have been paid by the organisers to the Council.

Risk Assessment

11. The Organiser shall:
 - (a) Shall provide proof that a risk assessment has been completed and method statements prepared to address all risks associated with the event and all the points listed below.
 - (b) Seek and obtain the prior approval of the Council or its authorised officers to the siting of tents, stalls, equipment and

other erection provided in connection with the function.

- (c) Take all reasonable steps to avoid damage to turf, trees or any other property in the Park.
- (d) Use the Park and conduct the function in such a manner as not to cause injury or annoyance to neighbouring property or residents.
- (e) Exercise proper control over any musical instrument or broadcasting or relay apparatus so as to ensure that the volume played shall be reasonable and adjust any such instrument or apparatus as may be required by the Council or its authorised representative.
- (f) Comply with any reasonable requirements of the Council or its authorised officers with regard to the use of the Park for the purpose of the function.
- (g) Leave the Park in a clean and tidy condition after use and shall report any damage or concerns to the Officer in Charge.
- (h) Comply with the timetable approved by the Council or as may be stipulated by the Council for erection and dismantling of any tents, stalls, equipment or other apparatus brought into the Park and in connection with the closing of the Park to the public when this is authorised by the Council.
- (i) Provide an adequate number of stewards to ensure that the function is properly conducted and controlled.
- (j) Make proper and adequate sanitary arrangements for the use of the public attending the function.
- (k) Obtain all necessary consents, licences or permissions as may be required by the Performing Rights Society Ltd and/or the Phonographic Performance Ltd. Application for this should be made, as soon as possible, to the London Borough of Sutton's authorised officers, who will obtain the licence on behalf of the Organisers.

Responsibility for the site and the event

- 12. The event organiser shall adhere to the Park Byelaws whilst at the venue. Failure to comply with the byelaws may result in future applications being rejected and possible fines being charged to the organiser.
- 13. Permission is required before any banners, posters or other advertising material is erected or affixed on park fencing, gates, notice boards etc. The Council does not condone fly-posting, and

any advertising material that has been affixed or erected without permission will be removed and a charge may be made for additional work and disposal charges incurred as a result.

14. A site inspection by a Council Officer will take place after each event. If repairs or reinstatements are required due to damage caused throughout the duration of the event, either directly or indirectly, damage fees will be charged to the event organiser. The amount is to be determined by Council Officers and is non negotiable.
15. The Organiser shall bear any expenses incurred by the Council attributable to or arising out of the use of the Park by the Organisers. This includes a charge being made for the collection of refuse left behind arising out of the Organisers use of the site for this event. An account will be rendered to the Organisers after the event and the deposit cheque cashed and used accordingly. Any remaining money will be returned to the Organisers.
16. Without the consent of the Council:
 - (A) None of the gates to the Park shall be closed,
 - (B) No charge shall be made for admission to the function,
 - (C) No intoxicating liquor shall be sold or consumed at the function,
 - (D) No sites shall be let to any amusement caterer,
17. Where consent is given to the letting of a site or sites in a Park to amusement operators or caterers under condition 16(d) from this point forward the Organisers shall be primarily responsible to the Council for compliance with these conditions and shall at least fourteen days prior to the function enter into an agreement with the amusement operator or caterer and the Council in terms approved by the Officer in Charge whereby, among other things, the amusement caterer is required to deposit with the Council an amount fixed by the Council to cover the cost of any damage or expense in which the Council may be involved in repair or renovation of the site.
18. Heavy vehicles are prohibited from entering the Park, except as may be specifically approved by the Officer in Charge
19. The whole of the arrangements are subject to reasonable requirements of the Officer in Charge.
20. The use of the park by the organisers is at the risk of the organisers and the Council will not be liable for any loss or damage however caused to the organisers' materials, equipment or personnel.

21. The Council reserves the right at any time to impose additional conditions with regard to the use of the park and to vary conditions for the time being in force; and in such event and such additional conditions and any such variation shall be binding upon the organisers.
22. Should unavoidable works be organised at the venue that would impede or cause significant disturbance to the event, the Council, in the first instance, will find an alternative suitable venue for the event at no extra cost. The Council will aim to relocate an event no later than one month before the event date. If an alternative venue is not available, the Council will refund the organiser. If the event's duration spans several agreed dates, the hire for the disrupted days will be refunded. Only the hire fee will be refunded, additional cost borne by the event organiser will not be refunded.
23. The Organisers shall reimburse the Council the cost of any payment made to any staff employed by the Council who, in the view of the Officer in Charge, needs to be engaged on duties in connection with this event.
24. The Council shall not be liable, either financially or otherwise to the Organisers if for any reason outside the control of the Council the Park shall not be available for use for the purpose required on the day or days specified in the Licence granted to the Organisers.
25. For any events at Carshalton Park please refer also to Appendix A below

Appendix A - Carshalton Park Air Raid Shelter

There is a disused air raid shelter (blast shelter) under the northern end of the park that is unsuitable for heavy vehicles and plant. The area is marked with posts and is in the area shown below.

