

Hiring a Green Space

Terms and Conditions of use



- **Ground** - the ground occupied by the event and its patrons must be left in the same condition as it is found – event organiser(s) will be liable for damage done to the ground during the set-up, operation and clear-down of the event and will be charged accordingly for any associated reinstatement works.
- **Bylaws** - the event organiser(s) shall observe and comply with the Council's byelaws for the regulation of Public Walks, Pleasure Grounds and Open Spaces, a copy of which is available from the Greenspaces Events Team.
- **Waste management** - all rubbish generated by the event must be removed from the ground and surrounding area and disposed of appropriately by the event organiser(s). Merton Council strongly advocates the recycling of waste wherever possible.
- **Parking** – no vehicles are to be parked on the ground unless given express permission by the Council.
- **Stage/PA equipment** - any Stage or PA equipment must be positioned on the ground as directed by an appropriate Council Officer.
- **Noise control** - noise levels generated by the event and specifically by the use of PA equipment must be kept to a minimum throughout the duration of the event, so as not to unduly disturb other users of the ground or occupants of surrounding commercial or residential properties. Advice on appropriate noise levels should be sought from the Council's Environmental Health Section.
- **Catering** - any catering units or food stalls must comply with appropriate food hygiene regulations and recommendations as advised by the Council's Environmental Health Department (Food Safety Team).
- **Temporary Events Notice** - all stipulations of a Temporary Events Notice (TEN) must be observed and adhered to, as advised by the Council's Licensing Department.
- **Trade stalls** - all stipulations of a Street Trading Licence must be observed and adhered to as advised by the Street Trading Department. Trade stalls/stands will require a Temporary Street Trading Licence if they are within 7m of a Public Highway.

- **Public Liability Insurance** - an adequate level of third party insurance (minimum level of indemnity £5million) must be in place to cover the event and a copy of the document must be presented to the Council at least ten working days prior to the event taking place.
- **Risk Assessment** - a risk assessment in relation to the event and its activities must be produced and a copy of the document must be presented to the Council at least ten working days prior to the event taking place.
- **Safeguarding Children** - a 'safeguarding children' policy in relation to the event/activities must be produced and a copy of the document must be presented to the Council at least ten working days prior to the event taking place.
- **Payment** - payment in full for the hire of the ground must be presented to the Council at least ten working days prior to the event taking place.
- **Use of Generators** - Generators used by the hirer which are 19 kW and above, to meet Stage IIIB of EU Directive 97/68/EC, for emissions
- **Funfair rides and amusements** - 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 provided, before the rides are allowed to open.
- **Consultation** - It is the responsibility of the event organiser to consult with appropriate stakeholders e.g. local councillors, parks friends groups in advance of the event
- **Advertising** - Permission to erect advertising signs and banners requires appropriate consent. The Hirer shall ensure that all advertising material complies with the Park's current consent.
- **Cancellation** - If cancel your event within 30 days of the event start date, you will be liable to pay the full hire cost.

If you cancel your event more than 30 days from the event start date you will be liable for the administration fee.

- **Additional services** – Any additional services will be charged as extra to venue hire fees. Additional services are likely to include, but are not limited to:
 - Legal fees to cover contract administration
 - LBM staffing costs associated with vehicle access to event site
 - LBM staffing costs associated with early access to, or late egress from, the event site

- LBM staffing costs associated with site security and supervision
- Grounds Maintenance works outside existing schedule (grass cutting, pruning, line-marking etc)
- LBM event noise monitoring
- Car parking
- Site and street cleansing
- Use of LBM utilities
- Use of LBM facilities outside designated event space
- Any other service, or requirement, that is deemed 'extraordinary'

The Council reserve the right to withhold use of the ground if any of the following conditions apply:

- The Council is of the reasonable opinion that an event organiser(s) is in breach of any of the agreed terms and conditions before, during or after the event has taken place.
- The Council is of the reasonable opinion that the event is likely to be proved to be of an objectionable or undesirable nature, or could cause an unacceptable level of disturbance to other users of the ground or surrounding residential or commercial properties.
- The ground is in such a state as to be deemed dangerous for event use, as will be decided by an appropriate Council Officer.
- The Council is of the reasonable opinion that the ground is likely to be used for a purpose other than that stated on the application form.
- The Council is of the reasonable opinion that the event may significantly disrupt the enjoyment of the ground by the general public.
- The ground has already reached the specified number of events permitted for the year – this will be applicable to events requiring a licence.
- The Council is of the reasonable opinion that due to adverse weather conditions, the event would jeopardise the safety of any person within the event space or surrounding area or cause unacceptable damage to the site.