

Royal Borough of Kingston upon Thames

Conditions for hiring a public Green Space with Council consent Insurance

1. The hirer of the public green space/organiser of the function is required to hold a £10 million public liability insurance policy to indemnify the Council from and against:
 - a) All claims by third parties including employees, servants or agents of the Council in respect of personal injury or damage to property theft or otherwise which may arise out of or in consequence of the use of the public green space for the purpose of the event.
 - b) All damage to property belonging to the Council, which may arise out of or in consequence of the use of the public green space for the event.

Booking timescales

2. The initial enquiry for large scale (for classification see Event Policy) events must be made at least 8 months in advance of the date of the event for all relevant paper work and consultation to take place. All paperwork should be received by the Council 8 weeks before the event.
3. The initial enquiry for medium scale events (for classification see Event Policy) must be made, where possible, at least 6 months in advance of the date of the event for all relevant paper work and consultation to take place. All paperwork should be received by the Council 8 weeks before the event.
4. The enquiry for small scale events must be made at least 6 weeks in advance (unless otherwise agreed) in order for relevant preparation to take place.
5. An administrative fee amounting to 10% of hire charge is required at the time of the initial enquiry.

Requirements and responsibilities

The event organiser shall:

- a) Provide the Council with a risk assessment and management plan for the event.
- b) Provide the Council with proof of the required insurance cover when requested. If the organiser fails to deliver a satisfactory insurance policy the event application shall be refused and the Council shall not be liable to pay a refund
- c) Obtain prior approval from the Council to the siting of tents, stalls, equipment and other erection provided in connection with the event.

- d) Comply with the timetable approved by the Council for the erection and dismantling of equipment brought in to the park for the event, and in connection with closing either all or part of the park to the public during this time.
- e) Take all reasonable steps to avoid damage to turf, trees, shrubs or any other property in the public Green Space. Should any damage occur to the site reinstatement costs will be the responsibility of the organiser. Any remedial works should only be undertaken with the agreement of the Council, and by the Council's grounds maintenance partners.
- f) Ensure that the conduct of the event does not cause injury, noise nuisance or annoyance to neighbouring properties or residents.
- g) Leave the public green space in a clean and tidy condition after use and shall report to the council (or its agents) when the park has been cleared. All refuse should be taken from the site and legally disposed of by the organiser. Alternative arrangements to clear the site can be made with the Council prior to the event. Such request would be at the organiser/hirer's expense (price available on demand). Any residual refuse left by the organiser that is cleared by the Council will be recharged to the organiser.
- h) Agree in advance with the Service Manager (Green Spaces) to provide an adequate number of stewards with relevant CRB and/or safety checks to ensure that the function is properly controlled. The role of Stewards to include named Lead Stewards and a named Health and Safety Officer.
- i) Make proper and adequate sanitary arrangements for use of the public attending the event. If buildings, or toilets within the buildings, are made available specifically for the event these are to be left in a clean and tidy condition and free of litter at the close of the event. Alternatively the organiser can arrange for the toilets and/or buildings to be cleaned at an extra cost (price available on demand). Payment must be received within 21 days of a written demand served upon the hirer/organiser of the event.
- j) Comply with all reasonable requests or requirements by Council Officers, any named Council representative, the Police or Fire Brigade. Such requests may be part of the booking arrangement or may arise during the event.
- k) Obtain all the necessary consents, licences or permissions as required by the Performing Rights Society Ltd and/or the Phonographic Performance Ltd or the Licensing Act 2003.
- l) Be responsible for complying with all statutory and legal requirements, permissions and consents required in managing and operating public community events.

Exclusions and restrictions

Without the consent of the Council:

- a) None of the park gates shall be closed

- b) No charge shall be made for admission to the event
- c) No alcohol shall be sold or consumed at the event
- d) No sites shall be let or sublet to an amusement caterer
- e) Heavy vehicles (in excess 10 tonnes) will not be permitted, unless approved the Service Manager (Green Spaces)
- f) No vehicles to be permanently parked on site during an event.
- g) Rights of Way may not be blocked
- h) Restrictions to public entry to an event will not be permitted unless an area of the public space has been made available for regular users of the grounds(i.e. dog walkers etc)
- i) Sound systems will not be permitted unless they have limiters to restrict sound to within legally accepted levels

The Council reserves the right at any time to impose additional conditions with regard to the use of the public green space and any such variation shall be binding upon the hirer/organiser.