

**AGREEMENT
FOR THE HIRE OF**

**WANDSWORTH PARKS, COMMONS AND
TOOTING BEC LIDO**

1st April 2012 – 31st March 2013

Notes and Guidance for prospective Hirers:

1. INTRODUCTION

- 1.1. Set out below are the Terms & Conditions which regulate the hire of the Park. 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.

2. APPLICATION

- 2.1. All applications for the hire of the Park are to be made on the Application and Services Order Form for the use of Wandsworth Parks, Commons and Tooting Bec Lido, for an Event or function and are personal to the Hirer.
- 2.2. No application shall be accepted until the Hirer signs and returns the Council's Indemnity Form to the OIC.

3. CONFIRMATION

- 3.1. No application shall be accepted until the Hirer receives a letter of confirmation from the OIC. Hirers should note that the Council accepts no responsibility or liability for the cancellation of an Event due to the refusal of any Licence under the Licensing Act 2003, or relevant Building Control or Planning Permissions or other circumstances stipulated in the Terms & Conditions for the Hire of Wandsworth Parks, Commons and Tooting Bec Lido.

4. PLANNING PERMISSION

- 4.1. Planning Permission is required for Large Events.
- 4.2. In the event Planning Permission is required this should be applied for via the OIC.
- 4.3. The Hirer takes the risk over whether or not planning permission is obtained. The Council is not liable or responsible for any failure to obtain planning permission.

5. BUILDING CONTROL

- 5.1. Certain temporary structures shall require inspection by a Building Control Officer. Examples of these are: gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 metres high. A full list of the types of structures that shall require consent and inspection by a Building Control Officer is attached at Appendix 3 to the Terms & Conditions for the Hire of Wandsworth Parks, Commons and Tooting Bec Lido.
- 5.2. The Hirer is responsible for seeking consent and approvals for any such structures. There will be a fee attached to such consents and the Hirer is advised to contact the Council's Building Control Service to seek advice as required.

6. HIRE REQUIREMENTS

- 6.1 The Hirer should read and note the Hire Requirements and any queries should be addressed to the OIC. The Hirer is responsible for addressing any queries or problems to the Council prior to entering into the hire Agreement. On entering the Agreement the Hirer is deemed to acknowledge that any problems have been adequately

addressed, otherwise in the event of termination the Licence Fee and Additional Charges will be forfeited.

7. ANIMALS

- 7.1 The Council's policy regarding the matters as set out in this paragraph 7 is set out in Committee Paper No. 09-874, available on the Council's website: www.wandsworth.gov.uk
- 7.2 The Council's normal policy, as reflected in Schedule 1 to the Terms and Conditions for the Hire of Battersea Park, is that the use of "Non-domesticated Animals" is not permitted. In this context "Non-domesticated Animal" means "a member of a species that is not normally domesticated in the British Islands; that is to say, a species whose collective behaviour, life cycle or physiology remains unaltered from the wild type despite their breeding and living conditions being under human control for multiple generations".
- 7.3 If a prospective Hirer intends to use animals in any circus, fair or other event, they must provide full details in their application and are advised to discuss with the OIC before submitting such application.
- 7.4 Without prejudice to Schedule 1 of the Terms and Conditions for Hire, and for Hirers' guidance only; in deciding whether or not a particular animal is "Non-domesticated" and, if so, whether *exceptionally*, to give its *express written permission* to the use of such animal, the Council will consider all of the circumstances including (without limitation):
- the extent to which the animal concerned falls within the above-mentioned definition of "Non-domesticated Animal" including (without limitation) the extent to which the species of animal concerned is normally domesticated in the British Islands;
 - the extent to which the species of animal concerned is domesticated in other parts of the world;
 - the extent to which the proposed use of the animals concerned would involve an educational element/benefit;
 - the extent to which the proposed use of the animals concerned would involve supervised contact;
 - the extent to which the use of the animals concerned would involve those animals in any act, performance or other behaviour considered unnatural or abnormal compared with the usual behaviour of the species or type of animal concerned;
 - the transport and welfare conditions for the animals concerned to and from, and whilst in, the park or other open space; and
 - compliance with the Animal Welfare Act 2006 and all relevant legal requirements.

1. DEFINITIONS

In this Agreement the following words shall have the meanings set out below. Where no definition is given none is intended.

Term	Meaning
Additional Charges	means the charges for the Additional Services as set out in the Application and Services Order Form, to be invoiced following completion of the Licence Period and includes, but is not limited to: <ul style="list-style-type: none">• Electricity (following a meter reading);• Cost of the Events Police Support Service;• Cost of additional litter clearance;• Cost of making good any damage which occurs as a result of the Event; and• Cost for the removal of signs.
Additional Services	means those services to be provided by the Council as listed in the Application and Services Order Form as additional;
Agent	means any sub-contractor or supplier employed by the Hirer
Agreement	means these terms and conditions, together with all Schedule and Appendices attached hereto;
Application and Services Order Form	the form entitled as such which is entered into by the Council and the Hirer for the Event, as confirmed in the OIC's Letter of Confirmation.
Council	means the Mayor and Burgesses of the London Borough of Wandsworth.
Daily Licence Fee	means the Licence Fee divided by the number of days in the Licence Period
Event	means an event or function
Hirer	means the individual, firm or company named on the application form for the hire of the Park for the Event for the Licence Period in accordance with the terms of this

	Agreement
Hire Requirements	The requirements for Hire as set out in Schedule 1 attached.
Licence Fee	means the fee and other charges to be paid by the Hirer in accordance with paragraph 4.1
Licence Period	means the period between the time and date of the commencement of the Event to the time and date of the end of the Event as set out in the OIC's Letter of Confirmation.
Non-domesticated Animal	means a member of a species that is not normally domesticated in the British Islands; that is to say, a species whose collective behaviour, life cycle or physiology remains unaltered from the wild type despite their breeding and living conditions being under human control for multiple generations.
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. The responsibilities of the OIC in no way absolve the Hirer from his obligations to the Council under any of these Terms & Conditions.
Park	means either Wandsworth Park, Tooting Common, Tooting Bec Lido, or other Open Space, as stipulated in the Application and Services Order Form and confirmed in the OIC's Letter of Confirmation attached hereto.
Permitted Use	means the use of the Premises which the Hirer is permitted to carry out as set out in the Application and Services Order Form
Premises	means the part or parts of the Park which is the subject of this Hire Agreement as set out in the Application and Services Order Form;

1.1. In this Agreement:

- 1.1.1. references to the Hirer shall include all employees, Agents, persons engaged by the Hirer for the purposes of the Event including but not limited to the director and/or others acting under its orders, supervision and/or control;

- 1.1.2. the headings are for convenience and reference only and shall in no way affect the construction or interpretation of this Agreement;
- 1.1.3. the singular includes the plural and vice versa;
- 1.1.4. any reference to a statute or statutory provision includes references to the same as from time to time re-enacted, amended or modified;
- 1.1.5. the masculine includes the feminine and vice-versa;
- 1.1.6. references to schedules or clauses shall be references to schedules or clauses of this Agreement.

2. LICENCE TO USE THE PARK

- 2.1. Subject to the terms of this Agreement the Council gives the Hirer the right (in common with the Council and all others authorised by the Council) to enter and use the Premises for the purposes of the Event and the Permitted Use for the Licence Period.
- 2.2. The benefit of this Agreement is personal to the Hirer and the Hirer shall not assign or sublet it or any part of it without the Council's prior written consent which consent, if given, shall not relieve the Hirer from any liability or obligation under this Agreement and the Hirer shall be responsible for the acts, defaults or neglect of any sub-lessee or its Agents, servants or workmen in all respects as if they were the Hirer's acts, defaults or neglect. If the Council consents to the sub-let it is on the condition that the Hirer shall provide the Council with a direct warranty from the Hirer's sub-lessee concerning their compliance with the terms of this Agreement in all respects.
- 2.3. The Hirer shall ensure that
 - 2.3.1. It, its sub-lessees, Agents, servants, workmen, traders, exhibitors, or any other persons which the Hirer brings onto the Park for the purposes of the Event, comply with the Hire Requirements;
 - 2.3.2. no part of the Premises is to be used for any purpose other than the Permitted Use or for any unlawful purpose or in any unlawful way
 - 2.3.3. no Non Domesticated Animals except guide dogs (with their handlers) are to be brought into the Premises without the consent of the Council
 - 2.3.4. the maximum number of persons admitted to the Event as set out in Schedule 1 is not exceeded;
 - 2.3.5. it complies with all appropriate law, statutes, regulations, orders and requirements of the local fire authority or the Council relating to the Event or the Hirer's use of the Premises
 - 2.3.6. nothing in the Event infringes the copyright or any other intellectual property rights of any third party or is obscene or is in any way defamatory
 - 2.3.7. it does not permit anything to be said or done in the Premises which is subversive of public law and order or calculated or likely to cause a breach of the peace or which may injure or tend to injure the Council's reputation

- 2.3.8. the no smoking rules are observed;
- 2.3.9. it complies with all relevant Health and Safety provisions and requirements;
- 2.3.10. it complies with all relevant legislation time to time in force.

3. INDEMNITY

- 3.1. The Hirer agrees to keep the Council indemnified from and against all actions, claims, demands, costs, losses and expenses, which may be brought or made against it or incurred by it howsoever arising directly or indirectly in connection with these Terms and Conditions.

4. PAYMENTS

- 4.1. **Licence Fee:** The Hirer shall agree to pay the Licence Fee as laid down by the OIC in his letter of confirmation.
- 4.2. **Deposit Invoice:** The Hirer shall be required to pay a non-refundable deposit of 100% of the Licence Fee. If payment is not received by the date shown on the invoice, the Council reserves the right to automatically cancel the application.
- 4.3. **Additional Charges:** The Hirer shall agree to pay for all Additional Services requested of, and provided by the Council, as laid down in the Application and Services Order Form. The Hirer shall note that the charges listed on the Application and Services Order Form are subject to change each financial year and shall remain the same for the period 1 April – 31 March annually.
- 4.4. **Value Added Tax (VAT):** The Hirer shall agree to pay any VAT that may be chargeable on any payments.
- 4.5. **Cheques:** Cheques shall be made payable to Wandsworth Borough Council and forwarded together with the invoice slip to: Environment and Community Services , Finance Section, Room 231, The Town Hall, Wandsworth High Street, London SW18 2PU.
- 4.6. **Final Invoice:** On completion of the Event, an invoice shall be sent to the Hirer listing all relevant charges, including any Additional Charges as appropriate. Should the Hirer have any queries, he should contact the OIC immediately. Payment shall be received by the date shown on the invoice.

5. PUBLIC LIABILITY INSURANCE

- 5.1. The Hirer shall ensure that he has Public Liability Insurance Cover of a minimum of £5,000,000 or such other sum as the Council agrees with the Hirer having regard to the Event and the Premises. The Hirer shall provide the OIC with proof of insurance cover within 14 days of the date of issue of the Application and Services Order Form, If the OIC considers that the Hirer's policy of insurance does not give sufficient cover, expires before the date of the Event or otherwise is unsuitable, 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. If the Hirer shall fail to provide sufficient evidence of suitable insurance cover the Council shall be entitled to terminate the Agreement immediately.

- 5.2. The Hirer shall further ensure that all his Agents, servants, workmen, traders, exhibitors and any other persons which the Hirer brings onto the Park for the purposes of the Event, shall each have Public Liability Insurance Cover of a minimum of £5,000,000 and shall provide the OIC with proof of insurance cover on request.

6. EQUIPMENT INSURANCE

- 6.1. The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the Event which are brought onto the Premises by the Hirer, its sub-lessee, servants, workmen, and any other persons which the Hirer permits onto the Premises including without limitation members of the public.
- 6.2. The Hirer shall ensure that the Council's Equipment which is hired from the Council for the purposes of the Event is fully insured.

7. CANCELLATION / CLOSURE OF EVENT

- 7.1. The Council reserves the right to terminate this Agreement at any time if it transpires that the proposed use may, in the reasonable opinion of the OIC, cause public offence, not be in keeping with the character and quality of the Premises or bring the Council into disrepute.
- 7.2. The Council also reserves the right to cancel, delay or close the Event due to severe weather conditions, or in the interest of public safety, public health, and in order to limit any possible damage to the fabric of the Premises.
- 7.3. In the event of cancellation in accordance with 7.1 and 7.2 above or otherwise in accordance with any provision of this Agreement the Council shall be entitled to retain the Licence Fee and Additional Charges already received by the Council or claim any monies due to the Council as a debt from the Hirer. 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.

8. LIMITATION OF THE COUNCIL'S LIABILITY

- 8.1. Except as expressly otherwise provided in this Agreement under no circumstances (including cancellation for any reason) will the Council accept liability, whether in Agreement, tort (inclusive of negligence or breach of statutory duty) or otherwise for:-
 - 8.1.1. any increased costs or expenses;
 - 8.1.2. any loss of profit, business or Agreements;
 - 8.1.3. any damage or loss, including special, indirect or consequential damage of any nature whatsoever.

provided that this clause shall not limit the Council's liability for death or personal injury resulting from the Council's negligence or for representations made fraudulently.

- 8.2 Without prejudice to the generality of clause 8.1 above and other than in respect of claims made in relation to death or personal injury caused by the negligence of the Council and/or in respect of representations made fraudulently by the Council, the Council shall not accept liability for any complaint or claim unless the Hirer notifies the Council of it in writing within 7 days after the end of the Licence Period.

9. NO TENANCY OR PARTNERSHIP

- 9.1 Nothing contained in this Agreement shall be construed to create any partnership or tenancy between the Council or to give the Hirer any right of possession of any part of the Premises or Park. The whole of the Park shall during the continuance of the Licence Period be and remain in our sole ownership, possession and control of the Council.

10. NOTICES

- 10.1. No notice to be served upon the Council shall be valid or effective unless it is sent by pre-paid Recorded Delivery post or delivered by hand to the Environment and Community Services; Wandsworth Borough Council at the Town Hall, Wandsworth High Street, London SW18 2PU or to such other address as the Council may notify the Hirer in writing.
- 10.2. Any notice to be served upon the Hirer shall be valid and effective if it is sent by pre-paid post or delivered by hand or by electronic data transmission or faxed to the registered office, principal place of business, or last known address of the Hirer or an address occupied by the Hirer for the purposes of this Agreement and notified in writing to the Council, or is delivered by hand to a director, partner, proprietor or other responsible representative of the Hirer.
- 10.3. For the avoidance of doubt and for the purposes of this Agreement, email is not a valid method of serving notices.

11. GOVERNING LAW

- 11.1. The Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English Law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute, claim or matter that arises out of or in connection with this Agreement or its subject matter or formation (including non-Contractual disputes or claims).

12. WAIVER

- 12.1. Failure by the Council at any time to enforce the provisions of this Agreement or to require performance by the Hirer of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

13. SEVERANCE

- 13.1. If any provision of the Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall not in any way impair or affect any other provision all of which shall remain in full force and effect.

14. WHOLE AGREEMENT AND AMENDMENT

- 14.1 This Agreement constitutes the whole Agreement between the parties and supersedes all previous representations arrangements understandings or collateral agreements between the parties (whether written or oral) relating to the subject matter of this Agreement and the Hirer warrants that it has not relied on any prior representations made by the Council or anybody purporting to act on the Council's behalf when entering into this agreement.
- 14.2 No amendments shall be made to this Agreement unless agreed in writing by both parties.

15. STATUS OF LICENCE

- 15.1 It is not the intention of either the Council or the Hirer to create between them the relationship of Landlord and Tenant.
- 15.2 Possession and control of the Premises generally shall at all times remain vested in the Council and the Hirer shall not have any estate interest in them or in any part of them.
- 15.3 It is acknowledged that the Hirer does not have exclusive possession of the Premises and the Council and others authorised by it shall have the right to enter the Location at any time and for any reason.

16. HANDOVER AT END OF LICENCE PERIOD

- 16.1 The Hirer shall ensure that it, its sub-lessees, Agents, contractors, servants, workmen, traders, exhibitors or any other authorised persons which the Hirer brings onto the Park for the purpose of the Event vacate the Premises by the time and date as set out in the Application and Services Order Form.
- 16.2 The Hirer shall ensure that all equipment, supplies, fixtures or fittings brought onto the Premises by the Hirer or its sub-lessees, Agents, contractors, servants, workmen, traders, exhibitors or any other authorised person by the Hirer for the purpose of the Event are removed by the time and date as set out in the

Application and Services Order Form.

- 16.3 The Hirer shall ensure that at the time the Premises is vacated, the Premises is left in the same condition as at the commencement of the Licence Period. The Hirer shall be liable for the cost of any damage, removal of litter, removal of signage, cleaning or repair that the Council incurs following the Event and attributable to the Hirer's actions.
- 16.4 Failure by the Hirer or its sub-lessees, Agents, contractors, servants, workmen, traders, exhibitors or any other authorised person to comply with this Clause 16 shall result in the OIC levying any additional charges as set out in Schedule 1, including but not limited to a levy equivalent to the Daily Licence Fee per day for failure to vacate the Premises by the time and date as set out in the Application and Services Order Form.

SCHEDULE 1 HIRE REQUIREMENTS

1. REPORTING OF INJURIES AND DANGEROUS OCCURRENCES

- 1.1. The Hirer shall inform the OIC immediately of any serious injury, or dangerous occurrence that affects public safety.
- 1.2. If an incident occurs outside normal office hours or at weekends, it shall be reported to the OIC via the Events Police Support Service.
- 1.3. A short list of reportable incidents is attached at Appendix 2 to this Agreement. A full list is available from The Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995 (RIDDOR) or equivalent as the same may be amended from time to time.

2. PLANNING PERMISSION FOR LARGE EVENTS

- 2.1. Large Events require planning permission. The OIC shall decide, in consultation with the Borough Planner, whether the Event requires planning permission.
- 2.2. Applications for planning permission shall be submitted by the OIC on behalf of the Hirer. The Hirer shall ensure that any information required by the OIC is supplied by the date stipulated by the OIC.
- 2.3. The Council accepts no responsibility or liability whatsoever for the cancellation of the Event due to the refusal of Planning Permission.

3. SITE PLANS

- 3.1. The Hirer shall submit to the OIC, confirmed site plans for the Event a minimum of 60 days prior to the Event.
- 3.2. The site plans shall contain all information relating to the position of structures and the Hirer's requirements for electricity and water supplies.

4. BUILDING CONTROL

- 4.1. Certain temporary structures shall require inspection by a Building Control Officer. Examples of these are: gantries, stages, seating stands, scaffold structures, large marquees and fencing in excess of 2.5 metres high.
- 4.2. A full list of the types of structures that shall require consent and inspection by a Building Control Officer is attached at Appendix 3 to the Terms & Conditions for the Hire of Wandsworth Parks, Commons and Tooting Bec Lido.
- 4.3. The Hirer shall seek consent to erect temporary structures, from the Chief Building Control Officer, at least 60 days in advance of the Event.
- 4.4. The Hirer shall provide to the OIC on request, all relevant test certificates and technical details relating to structures to be constructed at the Event.
- 4.5. Any Event that requires a Building Control inspection may be subject to a fee for the inspection. The Hirer is responsible for paying any such fees. The Hirer shall ensure that he contacts the Council's Building Control Service to seek advice as required.

- 4.6. The Council accepts no responsibility or liability for the cancellation or closure of the Event due to failure to comply with Building Control Regulations.

5. PUBLIC EVENTS

- 5.1. Events that are open to the general public may require to be inspected by an Environmental Health Officer, particularly those that require a Public Entertainment Licence. The Hirer shall ensure that he contacts the Council's Environmental Services Division to seek advice as required.
- 5.2. The Hirer shall ensure that suitable facilities for people with disabilities are provided in accordance with the Disability Discrimination Act 2005.
- 5.3. 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 Environmental Health Officer.

6. LICENSING ACT 2003

- 6.1. Under The Licensing Act 2003 the Hirer shall ensure that he contacts the Council's Environmental Services Division, to seek advice as required.
- 6.2. A licence issued by the Council's Environmental Services Division, shall be required for Events with 500 people or more, and 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
- 6.3. The Hirer shall ensure that his licence application is submitted to Environmental Services, at least 3 months prior to the Event.
- 6.4. The Hirer shall seek the prior permission of the OIC to have alcohol or entertainment at his Event.
- 6.5. The Hirer shall ensure that he informs the Inspector of the Events Police Support Service or his appointed representative, of his intention to supply or sell alcohol.
- 6.6. The Hirer shall ensure that all beverages are decanted into plastic drinking containers. Permission to use glass containers shall be sought from the OIC prior to the Event.
- 6.7. The Council accepts no responsibility or liability for the cancellation of the Event due to the refusal of a Licence.

7. TEMPORARY PREMISES LICENCES

- 7.1. A temporary premises licence may be applied for by a Personal Licence Holder, for Events over 499 people.

- 7.2. A Designated Premises Supervisor is required for a temporary premises that sells or supplies alcohol.
- 7.3. The Designated Premises Supervisor shall be a Personal Licence Holder and be the person specified on the Temporary Licence as being responsible for authorising the sale of alcohol.
- 7.4. The Council accepts no responsibility or liability for the cancellation of the Event due to the refusal of a Temporary Premises Licence.

8. TEMPORARY EVENTS NOTICES

- 8.1. A Temporary Events Notice will be required where the scale of the Event is below 500 people, and lasts no longer than 96 hours.
- 8.2. A Temporary Events Notice can be used on a maximum of 12 occasions, in any 12 month period.
- 8.3. Approval to apply for a Temporary Events Notice shall be sought from the OIC in advance.
- 8.4. Application for a Temporary Events Notice should be made to Environmental Services a minimum of 90 days prior to the Event.
- 8.5. A Personal Licence shall be required by anyone intending to supervise the sale of alcohol in / on any premises in the Park.
- 8.6. The Council accepts no responsibility or liability for the cancellation of the Event due to the refusal of a Temporary Events Notice

9. REGISTRATION OF DOOR SUPERVISORS AND SPECIFIC SECURITY STAFF

- 9.1. The Hirer shall ensure that all Door Supervisors are registered with the Security Industry Association (SIA) in relation to the Private Security Industry Act 2001. Registration is also required for specified security staff. The Hirer shall ensure that he contacts the SIA to seek advice as required.
- 9.2. 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 Door Supervisors or specified security staff.

10. CATERING

- 10.1. Catering facilities provided at public Events, may be inspected by an Environmental Health Officer at any time. The Hirer shall ensure that he contacts the Council's Environmental Services Division, to seek advice as required.

- 10.2. All catering arrangements shall comply with the Food Safety Act 1990, and the Food Hygiene (England) Regulations 2006.
- 10.3. The hirer shall ensure that all mobile catering units (excluding those belonging to the Park's mobile catering concession) complete a catering questionnaire (S4), issued by the Council's Environmental Services Department, no less than 30 days prior to the Event. Mobile catering units not deemed acceptable by Environmental Services shall be refused entry to the Park.
- 10.4. All mobile catering units shall provide litter bins next to their units.
- 10.5. The Hirer shall ensure that all caterers are provided with a contractor's checklist and are informed of and abide by the Terms & Conditions. The hirer shall ensure that all caterers are provided with an S3 catering information sheet available from the Council's Environmental Services Department.
- 10.6. 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 by an Environmental Health Officer.

11. HEALTH ACT 2006 – SMOKING BAN 2007

- 11.1. The Hirer shall ensure that smoking is not permitted in enclosed, or substantially enclosed premises where used as a place of work by more than one person, or where the public might attend.
- 11.2. Premises are "enclosed" if they have a ceiling or roof. Tents, marquees or similar constructions will be classed as "enclosed" premises if less than 50% of the walls are permanently open.
- 11.3. The Hirer shall ensure that signage is provided as prescribed in the Health Act 2006.
- 11.4. The Hirer shall ensure that a smoking area is provided as prescribed in the Health Act 2006, and shall ensure that:
 - a) Smoke will not enter the structure/marquee.
 - b) Smokers will not obstruct fire exits etc.
 - c) Smokers will not be in service areas, traffic routes etc.
 - d) Provision is made for Smoker's litter.
 - e) A sheltered area should be considered in case of bad weather.
- 11.5. The Hirer shall be liable for a potential fine of £2500 for businesses or organisations who fail to prevent a person smoking in smoke free premises. Individuals shall be liable for a potential fine of £200 for smoking in smoke free premises.

12. NOISE LEVELS

- 12.1. The Hirer shall ensure that the Event remains within acceptable noise levels. Advice may be sought from the Council's Environmental Services Division. If noise levels are exceeded and deemed to be a nuisance, the Hirer shall be required to reduce the noise to acceptable levels. The Hirer shall pay particular attention to noise nuisance as a direct result of base amplitude. As a general rule, the sound level shall not exceed 75 db(A), when 10 metres from the Event site.

- 12.2. If levels of noise continue to be a nuisance after the Hirer has been warned by either the Events Police Support Service, OIC or the Council's Environmental Services Division, then the source of the noise shall be shut down.
- 12.3. In serious cases of noise nuisance, a notice may be served under the Environmental Protection Act 1990 on the Hirer. This can lead to a fine of up to £20,000 being levied by a court, following a successful prosecution.
- 12.4. The Council accepts no responsibility or liability for the cancellation or closure of an Event due to unacceptable noise nuisance.
- 12.5. Music system or band sound checks shall only take place with the prior permission of the OIC and the time of any sound checks shall be agreed in advance.

13. PUBLIC ADDRESS, SPEAKER AND MUSIC SOUND SYSTEMS

- 13.1. In the first instance, the Hirer shall consult the OIC about the siting and direction of all public address, speaker and music sound systems to be used at his Event.
- 13.2. In case of an emergency, appropriate means of alerting and addressing the public attending an Event shall be in place.
- 13.3. Further advice can be sought from the Council's Environmental Services Division.

14. HEALTH AND SAFETY – GENERAL

- 14.1. The Hirer shall be responsible for the overall management of his Event and shall further be responsible for the health and safety of his employees and Agents, 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.
- 14.2. The Hirer shall appoint the following staff prior to his 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:

Site Manager – Evidence of previous relevant experience shall be required by the OIC.
Health and Safety Officer – Evidence of previous relevant experience or qualification shall be submitted to the OIC, at least 60 days prior to the Event.
Fire Officer – Evidence of previous relevant experience shall be required by the OIC.
- 14.3. Dependent on the risk assessment of the Event, and with the prior agreement of the OIC, these roles may be combined and carried out by one individual.
- 14.4. The Hirer shall provide the OIC with a breakdown of the individual responsibilities of the above staff and their contact telephone numbers on request.

15. HEALTH AND SAFETY – CONSTRUCTION AND TAKE DOWN

- 15.1. The Hirer shall be responsible for the health and safety of members of the public using the Park, who enter the area of the Event during the construction, Event, and take down phases. The Hirer shall comply with the Construction (Design and Management) Regulations 2007 where necessary.
- 15.2. The Hirer shall ensure that during construction and take down where activity that may endanger members of the public is being carried out, the site, or parts of the site, are

cordoned off using high visibility tape or stewards or other appropriate means as defined in the Risk Assessment or method statement.

- 15.3. The Hirer shall further ensure that the Construction (Design and Management) Regulations 2007 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.
- 15.4. High voltage power cables and water mains run underground throughout the Park. The Hirer shall ensure that he contacts the Park's Electrician and the OIC prior to constructing the Event, to check the location of these cables and pipes. The Hirer shall also ensure that a cable or service locator is used prior to construction on all sites.

16. HEALTH AND SAFETY – MANAGEMENT OF RISK

- 16.1. The Hirer shall submit a written health and safety plan (in line with The Management of Health and Safety at Work Regulations 1999) to the OIC at least 60 days prior to the Event (draft copy). A final copy shall be submitted to the OIC at least 14 days prior to the Event. If the Event holds a Licence, a copy of this written plan shall also be sent to the Council's Environmental Services Division. 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.
- 16.2. Should the written health and safety plan not be received by the OIC in the timescales laid down above, and the Council's Environmental Services Division where appropriate prior to the Event, the Event shall not be allowed to go ahead.
- 16.3. 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.

17. SITE INSPECTION AND HANDOVER / TAKEOVER

- 17.1. Before any element of the Event moves onto the allocated site within the Park, the Hirer or his appointed Site Manager shall report to the OIC.
- 17.2. A full inspection of the site shall be carried out where deemed necessary and any damage or litter will be noted on Part 1 of the Handover / Takeover Certificate, attached at Appendix 4 to this Agreement, shall be signed. The certificate shall note information such as ground conditions, existing ground damage, existing damage to services and litter on the site.
- 17.3. The Hirer shall ensure that he issues the OIC with "Access all Areas" passes on request. Access All Area passes shall be produced by the OIC for Events deemed high risk by the Events Police Support Service.
- 17.4. Immediately the Event has left the site, the Hirer or his 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.
- 17.5. The Hirer shall note that he is liable for the cost of any cleaning and repair that is directly attributable to his Event.
- 17.6. The Hirer shall ensure that It, its sub-lessees, contractors, Agents, servants, workmen, traders, exhibitors, or any other persons which the Hirer brings onto the Park for the purposes of the Event, 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 a charge equivalent to the Daily Licence Fee per day.

- 17.7. Failure by the Hirer, its sub-lessees, contractors, Agents, servants, workmen, traders, exhibitors, or any other persons which the Hirer brings onto the Park for the purposes of the Event to vacate the Premises by the time and date as set out in the Application and Services Order Form and Terms and Conditions shall result in the OIC levying a charge equivalent to the Daily Licence Fee per day.

18. VEHICLE ACCESS

- 18.1. The regulations relating to the Conduct of Drivers in the Park is attached at Appendix 5 to the Terms & Conditions for the Hire of Wandsworth Parks, Commons and Tooting Bec Lido. Failure to comply with these regulations may lead to prosecution by the Events Police Support Service.
- 18.2. The Hirer shall notify the OIC, 24 hours in advance of deliveries by articulated vehicles. A banksman shall be provided by the Hirer, for access into and egress from the Park gates.
- 18.3. Permission to use any other route or path, in the Park shall be sought from the OIC prior to the Event.
- 18.4. The Hirer shall ensure that all his employees and Agents are briefed on the conditions relating to vehicle access, and given a copy of the Conduct of Drivers in Wandsworth Parks, Commons and Tooting Bec Lido and a map of the Park and relevant location.
- 18.5. The Hirer shall seek permission from the OIC before the following types of vehicles may enter the Park:
- Cranes.
 - Plant vehicles.
 - Aerial platforms.
 - Tracked vehicles.
 - Double decker vehicles.
- 18.6. 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.
- 18.7. The Hirer shall ensure that all plant operators are competent, experienced and in possession of the appropriate qualification, licence or certificate.
- 18.8. The Hirer shall ensure that all vehicles operating within the park have a valid MOT certificate and that all drivers are in possession of the appropriate licence and valid insurance.
- 18.9. The Hirer shall ensure that when stacking loads, the correct containers, pallets or stillages are used, and that stacking is only done on a level surface that will accept the size and weight of the load.

19. VEHICLE PARKING

- 19.1. 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.

- 19.2. All other vehicles shall park in public car parks. The Hirer shall note that public car parks run a Pay and Display system, and any vehicle that parks in the public car parks shall abide by the regulations clearly marked on the pay and display machines.

20. ELECTRIC BUGGY DRIVING

- 20.1. Permission to drive electric buggies in the park is extremely restricted. Permission shall be sought from the OIC in advance.

21. ADVERTISING SIGNS / BANNERS

- 21.1. Permission to erect advertising signs and banners requires planning consent. Planning consent is obtained by the OIC every two years, and the Hirer shall ensure that all advertising material complies with the Park's current consent.
- 21.2. Erection of signs / banners are permitted a maximum of ten days prior to the Event. Signs / banners shall only be placed at the fourteen official banner sites within and around the Park. Additional sites shall be discussed and approved by the OIC in advance.
- 21.3. Signs / banners to be placed on the parks railings shall not exceed 7m x 1.5m in size and the wording and layout shall be agreed with the OIC in advance. All signs / banners shall be removed immediately after the Event has taken place.
- 21.4. Prior permission shall be sought from the OIC, for signs / banners to be externally illuminated.
- 21.5. 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.
- 21.6. No signs / banners shall be erected for the advertising of any Event or commercial concern or activity taking place outside of the park.
- 21.7. No fly posters or stickers shall be attached to any part of the fabric of the Park. The Hirer shall be responsible for all costs incurred for the removal of any fly posters or stickers, which can be directly attributed to his Event.
- 21.8. 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.

22. DIRECTIONAL SIGNAGE

- 22.1. Permission to erect directional signage in the park shall be sought from the OIC prior to the Event.
- 22.2. Signage shall only be permitted to be erected on lamp posts or on free standing sign holders. No signage shall be permitted to be attached to any trees. See paragraph 32. All signage shall be removed immediately after the Event has taken place.

- 22.3. The hirer shall ensure that any Highways directional signage, on roads leading to the park, directs traffic to the appropriate gate for the Event.

23. CARE OF TARMAC AREAS

- 23.1. No structure fixing pins shall be used on any footpath or roadway within the Park under any circumstances.

24. CARE OF GRASS AREAS

- 24.1. The Hirer shall ensure that no vehicles drive on the grass without the prior permission of the OIC. Vehicles shall be parked on tarmac or gravel areas at all times, unless their positioning is crucial to the Event.
- 24.2. Vehicles that are given permission to drive on the grass shall be driven carefully and at no more than 5 mph. 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.
- 24.3. No plastic or rubber carpet underlay shall be placed on the grass at any time.
- 24.4. Coconut matting or similar materials shall not be laid on the grass for more than 3 consecutive days.
- 24.5. All wooden flooring shall incorporate an air gap of a minimum of 10cm.
- 24.6. No wooden flooring shall be laid on the grass for more than 5 consecutive days.
- 24.7. 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. The Hirer shall carry out a ground survey (including a CAT Scan) prior to commencement of ground works.
- 24.8. 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.
- 24.9. No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 24.10. If extreme weather conditions are experienced prior to, or during the Event, the OIC reserves the right to put grass areas out of bounds to the Hirer, relocate the Event elsewhere in the Park, and in the worst case scenario, cancel, close or change the date of the Event.
- 24.11. The Council accepts no liability for the cancellation of an Event due to extreme weather conditions.
- 24.12. 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 Council's Parks Service and shall be non-negotiable.

25. CARE OF TREES

- 25.1. The Hirer shall ensure that no vehicles park next to the base of trees, unless on tarmac or gravel areas. The following requirements for the minimum distance of vehicles from the base of trees shall be used:

Cars – 2 metres.

Vans, caravans and skips – 3 metres.

HGVs, Coaches, Plant Vehicles and Generators – 5 metres.

- 25.2. No structure fixing pins shall be used beneath any tree canopy.
- 25.3. No structure shall touch or interfere with any tree canopy.
- 25.4. No tree or shrub shall be pruned under any circumstances.
- 25.5. No stores e.g. pallets or stacked flooring or heavy objects shall be unloaded or stacked next to the base of trees.
- 25.6. 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.
- 25.7. No cooking or fires shall be permitted next to the base of trees.
- 25.8. No fuel, chemicals or other substances that may harm trees shall be positioned beneath the canopy of a tree.
- 25.9. Nothing shall be attached to trees.
- 25.10. No trees shall be used to elevate any lighting, cabling or wiring, without prior permission from the OIC.
- 25.11. 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 the Council's Parks Service and shall be non-negotiable.

26. ELECTRICITY

- 26.1. The Hirer may request connection to the Park's electrical supply. Connections to the supply shall only be carried out by the Park's Electrician, and will be charged at the rate laid down in the Application and Services Order Form. Any alterations to the connection to the supply, shall only be carried out by the Park's electrician.
- 26.2. The Hirer may hire the Park's generator at the rate laid down in the Application and Services Order Form. The Hirer shall note that the Park's Electrician will be on site for the entire time that the generator is in operation, and that his time will be charged to the Hirer at the rate laid down in the Application and Services Order Form.
- 26.3. All electrical works carried out by the Hirer or his Agents, shall be carried out by a competent and qualified electrician who shall remain on site whilst the Event is open. A completion certificate shall be provided by a competent electrician appointed by the Hirer for all temporary electrical installations.
- 26.4. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994, and may be inspected at any time by the OIC or the Park's Electrician.

- 26.5. 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. The amperage of the appliance must be established before connection to an extension cable, and the combined amperage of the appliances connected to the extension cable, must never exceed the amperage at the outlet.
- 26.6. 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.
- 26.7. All generators shall be 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.
- 26.8. Electrical cables shall be elevated to at least 4.5 metres above the ground using suitable cable poles. Note that tree branches, or lampposts, shall not be used to elevate cables.
- 26.9. No electrical cables shall be dug into the ground.
- 26.10. 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.
- 26.11. All electrical cabling shall be removed on completion of the Event.
- 26.12. Mains electricity shall be metered and charged at the rate laid down in the Application and Services Order Form.
- 26.13. Works and installations carried out by the Park's Electrician shall be charged at the rate laid down in the Application and Services Order Form.

27. WATER AND MAINS DRAINAGE

- 27.1. The Hirer may request connection to the Park's water supply and mains drainage systems. Connection to the supply shall only be carried out by Wandsworth Council employees or Agents, and shall be charged at the rate laid down in the Application and Services Order Form. Any alterations to the connection to the supply, shall only be carried out by Wandsworth Council employees or Agents.
- 27.2. All standpipe points, pumping machinery, open man hole covers and drainage systems shall be securely protected so as to deny access to all except competent and qualified employees or Agents.
- 27.3. Mains water shall be metered and charged at the rate laid down in the Application and Services Order Form.
- 27.4. Any tampering with the Park's water supply or drainage systems shall result in a charge being levied to the Hirer of £250. Any further charges for water useage or repairs shall be determined by the Council's Parks Service, passed on to the hirier, and shall be non negotiable.

28. TOILETS

- 28.1. The Hirer shall ensure that he provides sufficient toilets for the number of people attending the Event. The Health and Safety Executive's Event Safety Guide - HSG195 (Purple Guide) should be consulted for guidance as to the quantity required.
- 28.2. The Hirer may use the Park's public toilets, where these exist, but the Hirer shall note that he will be charged for any additional attendants and attending hours.

29. LIQUEFIED PETROLEUM GAS (LPG) & FLAMMABLE MATERIALS

- 29.1. 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).
- 29.2. The Hirer shall ensure that the storage and use of LPG complies with the LPG Association Code of Practice and the Dangerous Substances and Explosive Atmospheres 2002.
- 29.3. 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.
- 29.4. Appliances specifically designed for indoor use with cylinders located on or in the appliance may be used, but shall comply with manufacturers operating procedures.

30. LITTER, BINS AND RECYCLING

- 30.1. The Hirer shall ensure that the site 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.
- 30.2. Litter picking, sweeping and collection services, may be booked through the OIC using the Application and Services Order Form. The Hirer shall note that the cost of these services is liable to change, subject to variations in the Council's Contractor's fees.
- 30.3. Recycling services are available and can be booked through the OIC in advance.
- 30.4. The Hirer shall ensure that he makes available sufficient bins, Eurobins or skips for the Event.
- 30.5. No skips shall be located anywhere in the Park without the proper approval of the OIC.
- 30.6. The hirer shall ensure that sufficient wet skips are provided for the Event, should it involve catering on a large scale.
- 30.7. The Hirer may employ his own Agents 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.

- 30.8. Wherever possible, the Hirer shall ensure that the maximum amount of waste material is recycled. Advice and information should be sought from the OIC.

31. EVENTS POLICE SUPPORT SERVICE, SECURITY AND STEWARDING

- 31.1. The Hirer shall ensure that he discusses, and agrees, the following issues with the Inspector of the Events Police Support Service, or his appointed representative prior to the Event:

Emergency procedures and site evacuation plans.
General levels of policing required.
On site security – before, during and after the Event.
Provision of stewards and marshals.
Traffic entering the Park.
Car parking.
Out of hours access to the Park.

- 31.2.1 The Hirer may hire the resources of the Events Police Support Service for site security. The Inspector should be approached for quotes for the provision of these services.
- 31.2.2 The Inspector of the Events Police Support Service shall agree the levels of policing required for all Events. The level of policing and the resulting charge shall be non-negotiable.
- 31.2.3 Should it be agreed between the Hirer and the Inspector that no Events Police Support Service resources are required for the Event, the Inspector reserves the right to deploy Events Police Support Service resources to the Event as a consequence of concerns for public safety. The Hirer shall be responsible for all costs associated with the deployment and the resulting charge shall be non-negotiable.

32. EMERGENCY SERVICES

- 32.1. The Hirer shall be responsible for consulting with / informing the necessary Emergency Services prior to the Event.
- 32.2. The Hirer shall ensure that a clear route, at least 5metres wide, runs throughout the Event to allow for access by emergency vehicles.

33. FIRST AID

- 33.1. The Hirer shall ensure that he provides sufficient first aid cover for the number of people attending the Event. The Health & Safety Executive's Event Safety Guide – HSG195 (Purple Guide) should be consulted for guidance as to the level of cover required.

34. CHILDREN & VULNERABLE PEOPLE

- 34.1. 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 Act 2004.
- 34.2. The Hirer shall ensure that where appropriate, all employees, contractors and volunteers with access to children and vulnerable people are successfully Criminal Records Bureau checked prior to the Event.

35. FUNFAIR RIDES AND AMUSEMENTS

- 35.1. Permission to use funfair rides and amusements in the Park, or as part of the Event, shall be sought from the OIC prior to the Event.
- 35.2. The Hirer shall ensure that all funfair rides comply with the Fairgrounds and amusement parks: guidance on safe practice HSG175.
- 35.3. 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 inspection certificate shall confirm that all the criteria listed in Appendix 6 to the Terms & Conditions for the Hire of Wandsworth Parks, Commons and Tooting Bec Lido, have been included in the inspection. The Hirer shall be responsible for the cost of the inspection.

36. SUN SAFETY

- 36.1. The Council is committed to promoting the National Sun Safety campaign and requests that the Hirer considers the general risks of sunshine and the provision of shade at outdoor Events.

37. BODY PIERCING OR TATOOING

- 37.1. No body piercing or needle tattooing shall be permitted to take place at any Event.

38. ANIMALS

- 38.1. No Non-domesticated Animals are to be used in any circus, fair or other Event without the express written permission of the Council, and it is the Council's normal policy not to permit such use. Hirer should note paragraph 7 of the Notes and Guidance attached to the Terms and Conditions of the Hire Agreement, and discuss with the OIC as necessary.
- 38.2. No dogs, except guide dogs, shall be allowed access to an Event without prior approval of the OIC.

39. ADULT ENTERTAINMENT

- 39.1. Striptease, lap dancing or any similar type of entertainment is prohibited.

40. GRAFFITI

- 40.1. The sale and supply of graffiti products and aerosol spray cans is prohibited. Graffiti shall not be permitted as part of any Event.

41. BONFIRES

- 41.1. No bonfires shall be lit in the Park under any circumstances.

42. HELICOPTERS

- 42.1. No helicopters shall land in the Park without the prior permission of the OIC, with the exception of the air ambulance.

43. HOT AIR BALLOONS, MASS BALLOON & LANTERN RELEASES

- 43.1. Permission for hot air balloons to take off and land in the Park, even if they are tethered, shall be sought from the OIC prior to the Event. If permission is granted by the OIC, the Hirer shall further seek permission from the Civil Aviation Authority, and

confirm that notification has been given to Battersea Heliport prior to the Event.

- 43.2. Permission shall be sought in advance from the OIC, for the mass release of balloons, or the release of air borne lanterns. If permission is granted by the OIC, the Hirer shall further seek permission from the Civil Aviation Authority, and confirm that notification has been given to Battersea Heliport prior to the Event.

44. PYROTECHNICS

- 44.1. No pyrotechnics shall be fired in the Park without the prior permission of the OIC.

45. LASERS

- 45.1. Permission to use lasers in the Park shall be sought from the OIC prior to the Event. The Hirer shall also inform the Council's Environmental Services Division.

46. SMOKE EFFECT MACHINES

- 46.1. Permission to use smoke effect machines in the Park shall be sought from the OIC prior to the Event. The Hirer shall also inform the Council's Environmental Services Division.

47. WIND EFFECT MACHINES

- 47.1. Permission to use wind effect machines in the Park shall be sought from the OIC prior to the Event.

48. STROBE LIGHTING

- 48.1. Permission to use strobe lighting in the Park shall be sought from the OIC prior to the Event. The Hirer shall also inform the Council's Environmental Services Division.

49. REPLICA WEAPONS

- 49.1. It is prohibited to sell or give away replica weapons as part of any Event in the Park.
- 49.2. Permission to use replica weapons in the Park e.g. laser clay pigeon shotguns shall be sought from the OIC prior to the Event. If approval is given by the OIC, The Hirer shall ensure that the Events Police Support Service are in attendance throughout the Event.

50. FILMING / LIVE BROADCAST

- 50.1. 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.

51. CARAVANS / CAMPING

- 51.1. Permission to live in caravans or to camp in the Park, shall be sought from the OIC prior to the Event.

52. SWIMMING

52.1 Permission to swim at an event at Tooting Bec Lido, shall be sought from the OIC in advance.

53. LIFE GUARDS

53.1 The number of life guards for an event at Tooting Bec Lido shall be determined by Tooting Bec Lido in advance, and shall only be staff employed by DC Leisure at Tooting Bec Lido.

APPENDICES:

Appendix 1	Contact Telephone Numbers.
Appendix 2	Reportable Incidents - Injuries and Dangerous Occurrences.
Appendix 3	Building Control – Types of Structures Requiring Consent.
Appendix 4	Handover/Takeover Certificate
Appendix 5	Conduct of Drivers in Wandsworth Parks, Commons and tooting Bec Lido
Appendix 6	Guidance on the Layout of Funfair Rides and Inspection of Funfair Rides.

REFERENCES:

Environmental Protection Act 1990 and all associated regulations.
Environment Act 1995 and all associated regulations.
Clean Neighbourhoods and Environment Act 2005 and all associated regulations.
Health & Safety at Work Act 1974 and all associated regulations.
Health and Safety (Safety Signs and Signals) Regulations 1996.
Dangerous Substances and Explosive Atmosphere Regulations 2002
Disability Discrimination Act 2005.
Food Safety Act 1990 and all associated regulations.
Construction (Design and Management) Regulations 2007
Control of Substances Hazardous to Health Regulations (COSHH) 2002 and all associated regulations.
LP Gas Association Code of Practice
Event Safety Guide: Guide to Health and Safety at Music and Similar Event (revised 1999).
Fairgrounds and amusement parks: guidance on safe practice HSG175.
Licensing Act 2003
Health Act 2006
Children Act 2004
IEE Wiring Regulations 17th Edition
Electricity at Work Regulations '89
Electrical Equipment (Safety) Regulations 1994
Private Security Industry Act 2001