

Linda Morris
Friends of Selsdon Wood
48 Ravenshead Close
Selsdon
South Croydon
CR2 8RL

Please ask for/reply to:
Paula Hunt
Events Officer
Ref:
Date: 12th August 2022

Dear Linda

Please find your booking details below, please sign and return this agreement to secure your booking.

Venue: Selsdon Wood

Date: Sunday 4th September 2022

Event Title: Friends of Selsdon Wood Open Day/Community Day

Access to venue from: 9:30am on Sunday 4th September 2022

Event finishes time: 4:00pm on Sunday 4th September 2022, site to be vacated by 5:00pm on Sunday 4th September 2022

Number of people expected to attend: Up to 300

Special Requirements:

Hire fee: N/A Administration Fee N/A **Total Fee to pay £0**

The Hirer's Contact Details:

Friends of Selsdon Wood
48 Ravenshead Close
Selsdon
South Croydon
CR2 8RL
Tel: 07979-002547
Email: lpmcrl@gmail.com

Please read the conditions of booking carefully before signing. **Please return the signed form by e-mail (electronic signature is acceptable) to paula.hunt@croydon.gov.uk**

Your booking will not be confirmed until a signed copy of this agreement is received by us. Your booking is subject to the above terms and the following conditions:

1. Method of Payment

- 1.1 Once you have received your invoice payment must be made to Croydon Council within 5 working days. Your booking is not confirmed until we have received payment of the invoice. Methods of payment are described on your invoice.
- 1.2 Failure to pay the invoice on time may result in your hire not being confirmed and the venue being offered to another hirer.

2. Deposit:

If the Council require a deposit:-

- 2.1 A refundable Ground Retainer Deposit of £751.00 will be added to your invoice.
- 2.2 The deposit may be used by the Council to repair any damage or deterioration to the venue as a result of the hire or to contribute to clean up costs at the venue, where you have failed to return the venue to the Council in the same good condition and order in which it was hired to you, as determined by Council Officers.

3. Insurance:

- 3.1 At least 28 days before the commencement of hire, you must provide to Croydon Borough Council ("the Council") a copy of your public liability insurance, which shall be for a minimum of £5 million pounds. If there is less than 28 days before the event then proof of insurance must be provided within 14 days of the date of this letter.
- 3.2 High risk activities to take place as part of your event, as informed to the Council by you and recorded on the booking enquiry form attached (e.g. pyrotechnics, fairground devices etc.) may require a higher level of public liability insurance to be provided by the hirer.
- 3.3 The hirer shall further ensure that all his Agents/ sub- contractors shall each have Public Liability Insurance cover of a minimum of £5,000,000 and shall provide the Council events support officer with proof of insurance cover on request.
- 3.4 The Council accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the event. Furthermore, the hirer shall ensure that equipment hired from the Council is fully insured.

4. Liaison with Police and Fire Authority:

The police and the fire authority may have been notified of your event however you bear the full responsibility to inform and to liaise directly with your local police and fire service prior to the event.

5. Fly posting:

There have been incidences of “fly posting” in the Borough for past events and you are advised that occurrences of this nature in relation to this hire may result in the permission for this event being withdrawn, prosecution for fly posting or requests for future permission to be declined.

6. Permissions and Licences:

6.1 You shall be responsible for ensuring that the necessary licenses and permissions are obtained for your proposed event, including but not limited to those in respect of Performing Rights Licences, Phonographic Performance Licences, Temporary Events Notices and licenses authorising public entertainment and supply or sale of alcohol. Copies of licenses must be provided to the Council prior to your event, failure to do so may result in the cancellation of your event.

6.2 A license issued by the Council’s Licensing team, shall be required for events 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 You shall not grant or permit to be granted any broadcasting (sound or television), filming or photography rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity generated.

7. Safeguarding Children:

You are responsible for ensuring that you have an appropriate policy in place to safeguard children attending the event, and that this policy is implemented, and complies with the Council’s policy in this regard. A copy of the Council’s policy is available on request. This responsibility is in addition to your duties in respect of health and safety set out below.

8. Health and Safety:

8.1 You are responsible for ensuring that the site is appropriate for your requirements as well as for ensuring that suitable, sufficient and appropriate health and safety

arrangements are in place throughout the period of hire to maintain the safety of those attending, or at work at the venue, so far as reasonably practicable.

- 8.2 You are responsible for ensuring that you are, *or that you appoint persons who are*, appropriately competent, experienced or trained to manage the event safely. You are also responsible for ensuring that any persons you engage to undertake duties for the event are competent through relevant training, knowledge, experience and qualifications, where appropriate in respect of health and safety and work arrangements on site. You are responsible for the health and safety of any attendees, employees and contractors etc using the venue, and any members of the public or third party who may be affected by the operation and management of the event.
- 8.3 You must ensure that you or those involved in the operation and management of the event effectively co operate and communicate with the event management, the Council and other parties involved in the production of the event to ensure that the health and safety of those affected by your or their actions is maintained.
- 8.4 You are entirely responsible for ensuring that the activities and operations carried out with regards to the event, comply with relevant legislation and HSE or recognised trade association/ organisation guidance, relevant to the safety of your event and activities carried out as part of the event (such as the Event Safety Guide, HSG 195, Home Office Guidance, Fire Safety Risk Assessment Guidance etc.), and other guidance specific to activities provided (for example, HSG 175, HSE guidance on safe practice in Fairgrounds and Amusement parks etc.), if appropriate. Although you should be clear that while HSE guidance is not exhaustive, following relevant HSE or recognised trade association guidance should ensure that you comply with the law.
- 8.5 You are responsible for ensuring that a suitable and sufficient risk assessment (addressing both the risks to the health and safety of your employees and to persons not in your employment, which arise out of or in connection with the way the event activities and operations are carried out) together with a site emergency plan for the event. You must supply these documents 1 month prior to the event or in advance of your safety planning meeting if needed.
- 8.6 The Council may request information from you, for example, risk assessments or other information, such as certificates or declarations of conformance etc. Please note, that the Council does not take any responsibility for commenting on, advising or ensuring that your risk assessments or any other documentation requested and supplied are appropriate. Acceptance of documentation by the Council does not amount to agreement by the Council as to the manner in which the event is planned or run. You are and remain solely responsible for the management and control of risks that arise from the event, activities and operations
- 8.7 You are responsible for ensuring the safe provision of suitable and sufficient means of evacuation from the site, in the event of an emergency and the safe access onto the site of the emergency services, if this is necessary during the event. The Hirer shall ensure that a clear route, at least 5 metres wide, is allowed to run throughout the event to permit emergency vehicle access.

- 8.8 Where you, any staff or volunteers at the event will be in close contact with children under the age of 16, for example if you plan to operate activities for children - each such person must have a current and valid (enhanced level DBS (Disclosure and Barring Service) check. Where activities are provided for under 8 year olds, the Children Act 1989 may apply.
- 8.9 You shall provide a nominated liaison person at the function/event and such number of suitably skilled attendants, stewards and/or appropriate security provision, as is necessary to adequately control the function/event. All attendants/stewards shall, where their role falls within the remit of the Security Industry Act, be appropriately licensed. The Hirer shall ensure that he contacts the Security Industry Association (SIA) to seek advice as necessary.
- 8.10 All such attendants and stewards shall wear clearly distinguishing dress that allows attendees to easily identify them. In the case of functions/events for children, at least one adult steward shall be present for every ten (10) children.
- 8.11 No weapons, firearms, fireworks, explosives, inflammable or toxic material gas fuelled or electrical appliance shall be brought into the venue without our prior permission.
- 8.12 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) and appropriate fire safety legislation and guidance.
- 8.13 The Hirer shall ensure that the storage and use of Liquid Petroleum Gas complies with the LPG Association Code of Practice Part 7 – The storage of full and empty LPG cylinders and cartridges, and the Highly Flammable Liquids and LPG Regulations 1972 as amended by the Dangerous Substances and Explosive Atmospheres Regulations 2002 and any relevant HSE guidance, for example, Chemical Information Sheet No. 5 - Small scale use of LPG in cylinders, CHIS5, HSE 1999. All LPG cylinders and flammable material containers, full and empty, shall be stored in an appropriate location 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.
- 8.14 You will be responsible for ensuring that all equipment, substances; and articles used in the running of the event are appropriately installed; maintained; tested; and used and do not present risks to the safety to those present or working on the site.
- 8.15 The Hirer shall ensure that no petrol is used or stored on site for the whole duration of the hire of the event, this is to be enforced to all stall holders and catering outlets, only diesel generators are allowed on site.
- 8.16 You are responsible for ensuring that your use of any power supply or similar service within any council building or structure is conducted in a safe and proper way, by a competent and qualified electrician who shall remain on site whilst the event is open. All electrical equipment taken and used by you at the venue during the hire period 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 Park Events Operational Officer, the Park's Inspector or other appropriate

Council Officer.

- 8.17 Electrical cables shall not be dug into the ground without the prior permission of the Park Events Operational Officer or the Parks Inspector. 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.
- 8.18 Electrical cables shall not be laid along the ground without the prior permission of the Park Events Operational Officer or the Parks Inspector. 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.
- 8.19 All electrical cabling shall be removed on completion of the event.
- 8.20 You are responsible for ensuring that you have appropriate, competent first aid and fire safety management arrangements in place for the event. The Health & Safety Executive's Event Safety Guide – HSG195 (Purple Guide) should be consulted for guidance as to the level of first aid cover required.
- 8.21 You responsible for making sure adequate transport management procedures have been specified and arranged and are appropriately managed and conducted before, during and after the course of the event.
- 8.22 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. Should it be deemed by the Council that current site welfare provisions, such as toilets or the supply of drinking water are inadequate for the event planned, the hirer will be responsible for the provision, upkeep and removal of additional appropriate welfare facilities on site, at their cost.

9. Reporting of Injuries and Dangerous Occurrences:

- 9.1 The hirer shall have a system in place to inform the emergency services immediately of any serious injury, or dangerous occurrences that affect public safety to the Incident Contact Centre in Caerphilly on 0845 300 99 23. The centre is manned 24 hours a day and reports can be made over the phone.
- 9.2 The hirer shall inform the Council of an accident or incident having occurred as soon as possible by telephoning the events support officer/ Council contact centre (0208 726 6000). A full list of reportable incidents and accidents is available from www.hse.gov.uk

10. Litter and rubbish:

You are responsible for all rubbish and litter removal and disposal and must ensure that the open space is left in a clean and tidy state. Any costs incurred by the Council in removing rubbish or litter after your event may be deducted from your deposit.

11. Catering:

If your event includes catering or refreshments you must inform the Food Safety Team at the Council, as soon as possible after the booking has been made, or at least no later than two weeks before the event takes place. All catering arrangements shall comply with the Food Safety Act 1990, the Food Safety (General Food Hygiene) Regulations 1995 and the Food Safety (Temperature Control) Regulations 1995.

12. Intoxicants:

Intoxicants must not be sold by you on the premises unless you have obtained the necessary license or permission under the Licensing Act 2003. Any permissions or licenses under the Licensing Act require a separate application to the Licensing Department and you will need to consult with the police. You must comply with licensing regulations, and any licensing conditions and permissions and must ensure minors do not have access to intoxicants on site or at the event.

13. Funfairs and Amusement Devices:

13.1 Permission to use funfair rides and amusements in the venue, or as part of the event, shall be sought from the Park Events Operational Officer prior to the event.

13.2 The Hirer shall ensure that all funfair rides comply with the requirements of the Health and Safety at Work etc. Act and associated legislation and with the Fairgrounds and Amusement Parks – Guidance on Safe practice HSG 175

14. Smoking:

14.1 The Hirer shall ensure that smoking is not permitted in enclosed or substantially enclosed premises where they are used as a place of work by more than one person, or where the public might attend.

14.2 Tents, marquees or similar constructions will be classed as “enclosed” premises if less than 50% of the walls are permanently open.

14.3 The Hirer shall ensure that signage is provided as prescribed in the Health Act 2006

14.4 The Hirer shall ensure that if a smoking area is provided as prescribed in the Health Act 2006, 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.

14.5 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.

15. Prohibited Activities:

No unlawful betting, gaming or lotteries may take place at the venue.

16 Noise Levels:

- 16.1 You must ensure that no noise nuisance is caused to occupiers of properties surrounding the venue or users of the immediate surrounding area of the venue. Advice may be sought from the Council's Pollution Service Team.
- 16.1 If noise levels are exceeded and deemed to be a nuisance, the Hirer shall be required to reduce the noise to an acceptable level. The Hirer shall pay particular attention to noise nuisance as a direct result of bass amplitude in amplified music.
- 16.2 If levels of noise continue to be a nuisance after the Hirer has been warned by the Park Events Operational Officer or the Council's Pollution Service Team, then the source of the noise shall be shut down. Equipment may be seized if necessary to abate the nuisance.
- 16.3 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 being levied on the hirer by a court, following a successful prosecution.
- 16.4 The Council accepts no responsibility or liability for the cancellation or closure of an event due to unacceptable noise nuisance.

17. Bonfires:

No bonfires shall be lit at the venue under any circumstances

18. Offensive use of venue:

In accordance with the Council's Equal Opportunities Policy, a copy of which is available for inspection from the Events Support Team, you may not in any way use the venue for any type of event, which could be found offensive by members of the public, in particular, care must be taken to avoid subject matter that could be construed as sexist, racist or discriminatory.

19. Assignment or Sub-letting:

You may not assign the use or sub-let the hire of the venue or any part of the venue.

20. Entry by Council Officers:

Authorised Council officers are permitted entry to the event at any period during the hire to ensure compliance with these conditions, and proper supervision and care of premises

21. Indemnity:

- 21.1 You shall indemnify the Council in respect of all damage or injury to property or person and in full against all liabilities, claims, demands, losses, damages, costs and expenses suffered and incurred by the Council as a result of or arising in connection with the venue hire and activities associated with the hiring and the

breach of any provision of the conditions of hire by you.

21.2 The indemnity set out above does not exclude the Council's liability in respect of death or injury arising as a result of the Council's negligence or the negligence of Council officers.

22. Cancellation by the Council:

22.1 The Council reserves the right to withdraw the use of its facility at any time prior to or during the hire, if in our opinion it is unfit for use for whatever reason or if the Council is not satisfied that the conditions of hire will be satisfied/are satisfied, particularly in relation to health and safety and safeguarding children.

22.2 The Council reserves the right to terminate the hire of the venue; if it transpires that the proposed use may cause public offence

22.3 Where the Council withdraws the use of its facility due to a failure to comply by the hirer, adequately with the conditions of hire, the hire fee will not be refunded.

22.4 In other circumstances, the hire fee may be refunded at the discretion of the Council.

22.5 Unless the cancellation is due the negligence of the Council, the Council accepts no liability for any expenditure incurred or loss sustained by the hirer as a result of a cancellation of the hire, howsoever caused or arising.

23. Cancellation by You:

Cancellation of any booking by you must be in writing. Any cancellation must be received at least one month prior to any event otherwise no refunds will be made

24. Complaints

Any complaint arising out of the hiring must be made in writing to our nominated officer within twenty-four (24) hours of the reason for such complaint arising.

25. Special Conditions

Where any special conditions are applied to your event they are attached separately.

26. Byelaws

You must ensure that you comply with all applicable venue byelaws.

27. Authorised Signatory

Where you are signing this agreement on behalf of an organisation, you expressly warrant that you are authorised to sign this agreement on behalf of the organisation in question.

Special Condition, Health and Safety Advice:

As noted above, as the hirer you are responsible for ensuring that adequate health and safety arrangements are in place for your event. The Council takes no responsibility for the organisation and operation of the event.

For information on carrying out a suitable and sufficient risk assessment, as well as general advice on health and safety or how to source competent health and safety assistance if you are a small organisation, you are recommended to visit the Health and Safety Executive website: www.hse.gov.uk. Or contact the HSE Infoline, on 0845 345 0055.

Special Conditions for Inflatables and Bouncy Castles:

- It is the hirer's responsibility to refer to the HSE/ PIPA websites for information and guidance on the safe use and operation of inflatables or to make arrangements to contract/ have access to an independent source of competent health and safety advice to assist them in ensuring that suitable and sufficient control measures and monitoring mechanisms are put in place to manage risks to the health and safety of those using inflatable play equipment or working with inflatable play equipment, to as low a level as is reasonably practicable.
- The hirer should ensure that he/she has sufficient public liability insurance, to the minimum of £5 million and employer's liability insurance cover, if necessary.
- Inflatables must have valid proof that they have been tested by a competent person (usually once a year). PIPA is one of only two bouncy castle inspection schemes recognised by the HSE (The other is ADIPS). Inspections of inflatables should be carried out by a competent person prior to first use and annually thereafter, safe operation is not verified by PIPA/ ADIPS. A conforming inflatable is "tagged," with a PIPA identification tag that can be verified on the PIPA website or it may be inspected by ADIPS and have an ADIPS sticker and declaration of conformance certificate instead.
- Operators/ hirers of inflatables wishing to use an inflatable in a Council park or open space should carry out a risk assessment of the activity to determine the control measures to put in place to reduce risks to an acceptable level. This should be based on the manufacturer's instructions for installation and operation. The hirer will need to ensure that the outdoor council location they are contracting to use a bouncy castle or inflatable at as part of their event hire agreement is suitable for this activity to take place there.
- It is recommended that equipment is installed and checked by competent persons, following the manufacturer's guidelines before use
- Hirer's will need to ensure that they have checked and confirmed that the dimensions and type of bouncy castle or inflatable they would like to put up, during an event hire, will enable them to meet the following additional terms and conditions on the use of this equipment in a park or open space under the ownership of Croydon Council:
- A clear area, free of any obstacle which could cause injury, shall be maintained around the inflatable. The extent of this clear area shall be established by dividing the height of the highest platform by 2. The minimum clear area shall extend from the inflatable to at least a 1.8 m width. An exception to this rule is when an inflatable with inflated walls is sited directly against a solid wall or walls, for example the walls of a building. In such a

case, the solid wall(s) must be 2 m higher than the highest platform height. Use of this exception must not result in the creation of additional hazards.

- The inflatable should be sited away from any other hazards on site, e.g. overhead power lines, fencing; entrances /exits to buildings etc.
- The inflatable must be adequately secured to the ground – at a minimum by 3 anchorage points which should be appropriately distributed around the perimeter of the inflatable.
- Even in non-windy conditions the inflatable will move and creep .When it is necessary to have anchorage points near to the entrance/exit of the inflatable these should be connected in such a way so as to minimise risk from tripping on them, abrasion from them, or other injuries.
- The air pressure should be sufficient to give a reliable footing.
- Totally enclosed inflatables should have signs indicating exits, which shall be visible in all circumstances.
- Electrical installations and equipment shall conform to applicable national standards/regulations. There must be no exposed electrical contacts, all cables and fittings should be intact and waterproof fittings to be used.
- Controls of electrical installations shall not be readily accessible to the public.
- Electrical cables shall be secured away from users and the public.
- The blower tube and connection should be intact and in good working order and firmly fixed to the blower.
- Robust guards must be secured over the blower air inlet and outlet;
- The blower should be positioned at least 1.2 m from the walled side of an inflatable and 2.5 m from any open side. The blower should not create tripping or other hazards.
- Inflatables should not be used when the wind or gusts are greater than the maximum safe wind speed recommended by the manufacturer.
- An inflatable should not be used without appropriate supervision as determined by the hirer's risk assessment of the activity.
- Hirers should ensure arrangements will be put in place to safely manage a power failure to the equipment /an emergency situation on site.
- Any hard landing surface, including grass should be covered with soft landing material such as gym mats, or equivalent landing material of at least 25mm thickness, which should extend for a distance of at least 1.2 m from the open side. Safety mats should be fire resistant.
- The hirer must deflate the inflatable after use to prevent unsupervised use.

Special Conditions for funfairs:

Where an event includes the use of funfair rides a site inspection will be carried out by the Council or by an independent inspection prior to the event. By undertaking an inspection or requiring an inspection, the Council is in no way liable for the health and safety of the site, or the health and safety of the operation, equipment in use at the event or the management of the event, or persons using the site or attending the event. Nor will it approve arrangements in place or otherwise witnessed at an inspection or site visit; or information requested or provided.

Copies of valid ADIPS (or PIPA) declarations of conformance certificates and public liability insurance for each amusement device must be supplied to the Council no less than 7 days before the event so that the Council can confirm, if necessary that they are valid, with ADIPS and other organisations, as appropriate (for example, insurers).

Responsibility for ensuring that adequate health and safety arrangements are in place lies solely with the hirer and funfair organiser.

Signed on behalf of the London Borough of Croydon

Print: Paula Hunt **Signed:** *Paula Hunt* **Date:** *12th August 2022*

Capacity/Role within the organisation: Events Officer

Signed for and on behalf of hirer

Name of Organisation/Company:

Print: **Signed:**

Capacity/Role within the organisation:

Date: