



GUNNERSBURY

**TERMS & CONDITIONS
FOR THE HIRE OF
GUNNERSBURY PARK**

TABLE OF CONTENTS

	Page
DEFINITIONS AND REFERENCES.....	3
1 INTRODUCTION	4
2 APPLICATION	4
3 CONFIRMATION	4
4 LICENCE	4
5 INDEMNITY	4
6 PAYMENTS	4
7 PUBLIC LIABILITY INSURANCE	5
8 EQUIPMENT INSURANCE	5
9 CANCELLATION / CLOSURE OF EVENT	5
10 REPORTING INJURIES AND DANGEROUS OCCURRENCES.....	6
11 SITE PLANS	7
12 TEMPORARY STRUCTURES AND WORKS	7
13 PUBLIC EVENTS.....	7
14 LICENCING ACT 2003	7
15 STATUTORY COMPLIANCE	8
16 PROVISION OF PUBLIC STEWARDING AND REGISTRATION OF DOOR SUPERVISORS AND SPECIFIC SECURITY STAFF	9
17 CATERING.....	9
18 NOISE LEVELS	9
19 PUBLIC ADDRESS, SPEAKER AND MUSIC SOUND SYSTEMS.....	10
20 GENERAL HEALTH AND SAFETY	10
21 CONSTRUCTION AND TAKEDOWN HEALTH AND SAFETY	10
22 MANAGEMENT OF RISK.....	10
23 THREE-STRIKE RULE	11
24 SITE INSPECTIONS AND HANDOVER	11
25 VEHICLE ACCESS.....	12
26 VEHICLE PARKING.....	13
27 ELECTRIC BUGGY DRIVING	13
28 ADVERTISING SIGNS / BANNERS.....	13
29 ADVERTISING SIGNS / BANNERS.....	13
30 CARE OF TARMAC AREAS.....	14
31 CARE OF GRASS AREAS	14
32 CARE OF TREES	14
33 ELECTRICITY	15
34 TELEPHONE LINES.....	15
35 WATER AND MAINS DRAINAGE	15
36 TOILETS	16

37	LIQUEFIED PETROLEUM GAS (LPG) AND FLAMMABLE MATERIALS.....	16
38	LITTER, BINS AND RECYCLING.....	16
39	EMERGENCY SERVICES.....	16
40	FIRST AID.....	16
41	CHILDREN AND VULNERABLE PEOPLE.....	16
42	FUNFAIR RIDES AND AMUSEMENTS.....	17
43	SUN SAFETY.....	17
44	ANIMALS.....	17
45	ADULT ENTERTAINMENT.....	17
46	BONFIRES.....	17
47	HELICOPTERS.....	17
48	HOT AIR BALLOONS.....	17
49	FIREWORKS, STAGE AND SPECIAL EFFECTS.....	18
50	REPLICA WEAPONS.....	18
51	FILMING AND LIVE BROADCAST.....	18
52	CARAVANS AND CAMPING.....	18
53	CIC'S OBLIGATIONS.....	18
54	REFERENCES.....	19
55	PENALTIES.....	19
56	FREEDOM OF INFORMATION AND CONFIDENTIALITY.....	19
57	DISPUTE RESOLUTIONS.....	19
58	SCHEDULE AND EVENT PARTICULARS:.....	20
59	SIGNATURES:.....	20

DEFINITIONS AND REFERENCES

In these Terms & Conditions:

The CIC means **The Gunnersbury Estate (2026) CIC (Company Number 09696326) whose registered office is at Gunnersbury Park House Gunnersbury Park Popes Lane London W5 4NH.**

The Hirer means **[INSERT HIRER'S NAME AND ON BEHALF OF ORGANISATION]**

Agent means any sub-contractor or supplier employed or instructed by the Hirer.

The Park means Gunnersbury Park.

Premises means the area within the Park designated to be used for the purposes of the Event as further described in the plans annexed to the Event Management Plan and agreed in writing with the CIC in advance of the event.

Event means the event or function to be put on by the Hirer at the Premises on the terms and conditions of this Agreement

His means his or her.

He means he or she.

VM means "Venue Manager." This is the appointed representative of the CIC as notified to the Hirer who will be their prime point of contact for the purposes of this Agreement but for the avoidance of doubt the VM shall not have any personal liabilities under this Agreement and acts solely as an agent of the CIC.

Event Management Plan means the collection of supporting documents, usually method statements, manuals and other information that demonstrates the organisational planning and proposed management of the event.

REFERENCES:

- Environmental Protection Act 1990 and all associated regulations
- Environment Act 1995 and all associated regulations
- Health & Safety at Work Act 1974 and all associated regulations
- Equalities Act 2010
- Food Safety Act 1990 and all associated regulations
- Construction (Design and Management) Regulations 2015 (CDM 2015)
- Construction (Health, Safety and Welfare) Regulations 1996 and all associated regulations Control of Substances Hazardous to Health Regulations (COSHH) 2002 Highly Flammable Liquids and LPG Regulations 1972
- LPG 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 1997
- Licensing Act 2003 and all associated references

1 INTRODUCTION

- 1.1 Set out below are the Terms & Conditions which regulate the hire of Gunnersbury Park. These Terms & Conditions are designed to protect the interests of the Hirer and the CIC and are to the entire exclusion of all other terms and conditions

2 APPLICATION

- 2.1 Prior to the date of this Agreement the Hirer has made an application to the CIC to hold the Event on the prescribed application form. If any representation or statement made on the application form was materially false or inaccurate the CIC reserves the right to postpone or cancel the event without any obligation to refund any sum paid to or to compensate the Hirer.

3 CONFIRMATION

- 3.1 No legal relationship or liability of the Hirer exists until the Hirer has received in principal agreement from the CIC, and this contract has been issued to and signed by the Hirer.
- 3.2 Hirers should note that the Gunnersbury Park CIC accepts no responsibility or liability for the cancellation of an event due to the refusal of any authorisation under the Licensing Act 2003, or relevant Building Control or Planning Permissions or other circumstances stipulated in the Terms & Conditions for the Hire of Gunnersbury Park.

4 LICENCE

- 4.1 The CIC hereby grants to the Hirer an exclusive licence to use and occupy the Premises for the purposes of the Event between the dates set out in this agreement.
- 4.2 The CIC also grants to the Hirer a non-exclusive licence during the Event to use the access and egress routes through the Park to and from the Premises such routes to be agreed between the parties acting reasonably and shown on the plans annexed to the Event Management Plan.
- 4.3 The rights granted to the Hirer under this clause are subject to the rights of the CIC to enter the Premises to comply with its obligations under this agreement and to inspect or enter the Premises to ensure that the Hirer is complying with its obligations under this agreement.

5 INDEMNITY

- 5.1 The Hirer shall indemnify and keep indemnified the CIC from and against any and all loss damage or liability (whether criminal or civil) suffered (and legal fees and costs incurred) by the CIC arising directly or indirectly in connection with these terms and conditions including:
- (a) any act neglect or default of the Hirer or its Agents; and
 - (b) breaches in respect of any matter arising from the hire resulting in any successful claim by any third party
- 5.2 The CIC shall not be liable to the hirer for the death of or injury to the Hirer or its servants or agents or loss or damage to the Hirer's property save to the extent that the CIC cannot exclude such liability by operation of law..
- 5.3 The CIC shall not be liable for any consequential losses to the Hirer howsoever caused.

6 PAYMENTS

- 6.1 The Payments for the Event shall be made by the Hirer in accordance with the attached Payments Schedule. In the event of any payment due under this Agreement not being made on the due date the CIC reserves the right to postpone the planning for the Event until the Payment is received or to cancel the Event without obligation to reimburse or compensate the Hirer.
- 6.2 Value Added Tax (VAT): All sums stated in the Payments Schedule or elsewhere in this Agreement are expressed to be exclusive of VAT which shall be payable in addition on the production of a valid VAT invoice by the CIC.

- 6.3 Cheques: Cheques shall be made payable to The Gunnersbury Estate (2026) CIC and forwarded to: Gunnersbury Estate (2026) CIC, Gunnersbury Museum, Gunnersbury Park, Popes Lane, W3 8LQ. A receipt will be issued by return of post if required.
- 6.4 Invoices: Invoices can be sent to The Hirer upon request for all fees except the Application Fee.
- 6.5 Card Payments: Are not accepted.
- 6.6 Post Event Damage Costs: On completion of the Event, all post event damage and cleaning costs shall be consolidated and sent to the Hirer listing all relevant charges. Should the Hirer have any queries, he should contact the CIC immediately. Seven days after the issue of the post event damage communication, the CIC shall process any outstanding funds from the Grounds Damage Deposit with the balance if any to be returned to the Hirer. If the post event damage costs exceed the amount of the Grounds Damage Deposit then clause 24.5 shall apply.
- 6.7 There is a requirement for Hirers to have enhanced insurance to cover the cost of any damages caused by their Event.

7 PUBLIC LIABILITY INSURANCE

- 7.1 The Hirer shall ensure that he has Public Liability Insurance Cover of a minimum of £10,000,000.00 or such additional or extended cover as the Hirer shall specify at its discretion as a condition of holding the Event having regard to the proposed activities of the Hirer and shall provide the CIC with proof of insurance cover.
- 7.2 If the VM considers that the Hirer's policy of insurance does not give sufficient cover, the VM will require the Hirer to effect appropriate cover, and the Hirer will immediately affect such insurance as the VM requires and provide proof. In the event of the Hirer's insurance cover being cancelled, invalidated or withdrawn the CIC may immediately serve notice to the Hirer to cancel the event without obligation to compensate the Hirer or refund any sums already paid by the Hirer.
- 7.3 The Hirer shall further ensure that all his Agents shall each have Public Liability Insurance Cover of a minimum of £5,000,000.00 or such additional or extended cover as the Hirer shall specify at its discretion as a condition of holding the Event having regard to the proposed activities of the Hirer and shall provide the CIC with proof of insurance cover on request. In the event of the Agent's insurance cover being cancelled, invalidated or withdrawn the CIC may immediately serve notice to the Hirer to cancel the event without obligation to compensate the Hirer or refund any sums already paid by the Hirer.

8 EQUIPMENT INSURANCE

- 8.1 The CIC 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 CIC is fully insured.

9 CANCELLATION / CLOSURE OF EVENT

- 9.1 The CIC reserves the right to terminate the hire of Gunnersbury Park if it transpires that the proposed use may cause public offence or bring the CIC into disrepute.
- 9.2 The CIC also reserves the right to cancel, delay or close the event due to inclement weather, in the interests of public safety, public health or to protect Gunnersbury Park. This will be done in consultation with the Hirer and their Event Safety Manager and with the advice from relevant statutory bodies but the Hirer acknowledges that the ultimate discretion rests with the CIC.
- 9.3 In the case of any such aforementioned circumstances, the booking fee and other fees are non-refundable should the Event be cancelled on event days. The CIC 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. The CIC advises that the Hirer should have in place sufficient cancellation insurance to cover any losses that they may incur.

9.4 All cancellations by the Hirer must be made in writing to the CIC at the address set out in the Schedule and formally acknowledged. In the event of Hired Spaces/Services/Goods being cancelled for whatever reason, the Hirer shall be liable to pay cancellation fees as laid out below:

After Receipt of Application Form: 100% of Application Fee (This fee is non-refundable)
After Receipt of Signed T&Cs: 50% of Hire Fee
Within 28 Days of Your Event: 100% of Hire Fee

10 REPORTING INJURIES AND DANGEROUS OCCURRENCES

10.1 The Hirer shall have a system in place to inform the emergency services immediately of any serious injury, or dangerous occurrences that affects public safety and should inform the CIC as soon as possible.

10.2 Injuries that must be reported to the CIC include:

- (a) Any fatality (workers and non-workers) with the exception of suicide if they arise from a work activity
- (b) fractures, other than to fingers, thumbs and toes
- (c) amputations
- (d) any injury likely to lead to permanent loss of sight or reduction in sight
- (e) any crush injury to the head or torso causing damage to the brain or internal organs
- (f) serious burns (including scalding) which:
 - (i) covers more than 10% of the body
 - (ii) causes significant damage to the eyes, respiratory system or other vital organs
- (g) any scalping requiring hospital treatment
- (h) any loss of consciousness caused by head injury or asphyxia
- (i) any other injury arising from working in an enclosed space which:
 - (i) leads to hypothermia or heat-induced illness
 - (ii) requires resuscitation or admittance to hospital for more than 24 hours
- (j) Acute illness requiring medical treatment as a result of exposure to a biological agent, its toxins or infected material
- (k) Any non-fatal accidents to non-workers (e.g members of the public) if they result in an injury and the person is taken directly from the scene of the accident to hospital for treatment of that injury; and
- (l) Any relevant occupational disease suffered by a worker, likely to have been caused or made worse by the work activity in question

10.3 Dangerous occurrences that must be reported to the CIC, include:

- (a) Collapse, overturning or failure of load bearing parts of lifts, hoists, mobile platforms, access cradles or forklift trucks.
- (b) Explosion, collapse or bursting of any enclosed vessel associated with pipe work.
- (c) Failure of any freight container in any of its load bearing parts.
- (d) Plant or equipment coming into contact with overhead power lines.
- (e) Electrical short circuit or overload causing fire or explosion.

- (f) Collapse or partial collapse of a scaffold structure over 5 metres high.
- (g) Failure of any load bearing funfair equipment, or derailment or collision of cars (that is unintentional)
- (h) Unintended collapse of any structure under construction.

10.4 If an incident occurs outside normal hours or at the weekend the above procedure shall also be followed, it shall also be reported to the VM via telephone or email at: GunnerbsuryPark@theeventumbrella.com.

11 SITE PLANS

11.1 The Hirer shall submit to the CIC, confirmed site plans for the Event a minimum of 28 days prior to the commencement of the set up period for the Event.

11.2 The site plans shall contain all information relating to the position of structures, the access and egress routes through the Park to the Premises. and the Hirer's requirements for electricity and water supplies, which must be agreed by the VM on behalf of the CIC.

12 TEMPORARY STRUCTURES AND WORKS

12.1 Temporary structures will be required to have a sign-off sheet to be completed by the installer.

12.2 The Hirer shall provide to the VM on at least 28 days prior to the set up period for the Event, all relevant test certificates and technical details relating to structures to be constructed at the Event. The CIC reserves the right to postpone or cancel the Event if it is not reasonably satisfied with the detailed provided.

12.3 The Hirer shall ensure that he contacts the London Borough of Hounslow Building Control Service to the extent necessary to obtain their approval to the Event... Any event that requires a Building Control inspection may be subject to a fee for the inspection such fee to be payable by the Hirer.

12.4 The cost of installation of all temporary structures needed for the Event and the carrying out of any other works (eg the temporary removal of fencing to create access routes) shall be met by the Hirer.

12.5 The CIC accepts no responsibility or liability for the cancellation or closure of the event due to failure to comply with Building Control Regulations.

13 PUBLIC EVENTS

13.1 Authorised officers from the Council, Metropolitan Police, London Fire Service, London Ambulance and Emergency Planning Authority with regulatory responsibilities require access to inspect the site at any time. The Hirer shall ensure that he/she contacts the relevant sections of Hounslow Council and external agencies to seek advice as required at least three months before the Event and that the advice and requirements of the relevant authorities are incorporated into the Hirer's Event Management Plan. This can be done by emailing: SAG@hounslow.gov.uk.

13.2 Adequate provisions shall be made to ensure that authorised officers of the relevant authorities are granted appropriate access to the Premises at all times.

13.3 The CIC accepts no responsibility or liability for the cancellation or closure of the event due to failure to comply with instructions issued by an authorised officer with regulatory responsibility.

13.4 The Hirer shall ensure that means are put into place so that the number of people on site can be provided to any authorised officer within a reasonable period of request.

13.5 Where keys are issued by the CIC to the Hirer to allow access to the Park or the Premises, the Hirer will be responsible for locking the gates and shall indemnify the CIC against losses, liabilities or damage resulting in the failure to lock the gates.

14 LICENCING ACT 2003

14.1 The Hirer shall comply with the Licensing Act 2003. The Hirer shall ensure that he contacts the CIC to seek advice as required.

- 14.2 Save where the CIC agrees (at its absolute discretion) that the Premises Licence maintained by the CIC (details of which will be supplied to the Hirer on request) sufficient for the purposes of the Event then a Licence issued by the Council's Licensing Authority shall be required for Events involving (but not limited to) 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
- 14.3 The Hirer shall ensure that his Licence application is submitted to the London Borough of Hounslow at least 3 months prior to the Event.
- 14.4 The Hirer shall seek the prior permission of the CIC to have licensable activities at the Event, and the distribution of alcohol for free.
- 14.5 The CIC accepts no responsibility or liability for the cancellation of the event due to the refusal of a Licence.
- 14.6 To the extent the Hirer relies on the Premises licence obtained by the CIC for the purposes of the Event, the Hirer shall adhere to and comply with the terms of that Licence and indemnify the CIC against all liabilities, damages, costs, claims or proceedings whatsoever caused by a breach by the Hirer or its agents of the terms of the Premises licence. For the avoidance of doubt, this indemnity shall include any fines imposed on the CIC as a result of a breach by the Hirer of the Premises Licence.
- 14.7 To the extent that the Hirer is relying on the CIC's Premises Licence for the purposes of the Event the CIC warrants, represents and undertakes that:
- (a) the Premises Licence will not at any time before or during the Event be amended in any manner which could in any way materially affect the Hirer, the Event and/or this Agreement. (For the avoidance of doubt, if the Premises Licence is amended in such a way that materially affects the Hirer, the Events and/or this Agreement as a direct result of any act or omission of the Hirer, the Council shall not be deemed to be in breach of this clause 14.7 as a result of thereof);
 - (b) it shall maintain the Premises Licence;
 - (c) the CIC shall at all times fully comply with the terms of the Premises Licence;
 - (d) at the date hereof the Premises Licence is in full force and effect; and
 - (e) that the Premises Licence will not at any time be amended in any manner which would mean that the Hirer could not hold the Events in the manner described herein.
- 14.8 The CIC shall:
- (a) ensure that the capacity permitted by the Premises Licence is not reduced below 39,999 and that the sound levels permitted by Premises Licence are not reduced from those detailed therein;
 - (b) immediately provide the Hirer with copies of any relevant correspondence it has, or any third party on its behalf has, with any Licensing Authority, Responsible Authority or Interested Party (as such terms are defined under the Licensing Act 2003) relating to the Event together with copies of any warning, summons, notice, application, representation or order given by or on behalf of such authorities or parties relating to the Premises Licence and/or the Event; and
 - (c) give the Hirer reasonable prior notice of any hearings, negotiations or other discussions or meetings with third parties regarding the Premises Licence and shall not object to the Hirer and its legal advisors attending those meetings or hearings and shall provide the Hirer with copies of all notes, correspondence, documents and minutes or all meetings and/or hearings concerning the Premises Licence.

15 STATUTORY COMPLIANCE

- 15.1 The Hirer shall ensure compliance in all respects of any Act of Parliament, statutory instrument order or any other regulation or by-law from time to time in force which is or may become applicable during the period that this Contract is in force.

- 15.2 Without limiting the generality of Condition 14.1, the Hirer shall not unlawfully discriminate, and shall procure that its employees and agents do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010, Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995 and any amendments to or re-enactments of those statutes.
- 15.3 The Hirer acknowledges that the CIC is under a duty to have due regard to the need to:
- (a) promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - (b) eliminate unlawful discrimination; and
 - (c) promote good relations between persons of different racial groups, religious beliefs and sexual orientation and the Hirer shall assist and co-operate with the CIC where possible to enable the CIC to satisfy their duty.

16 PROVISION OF PUBLIC STEWARDING AND REGISTRATION OF DOOR SUPERVISORS AND SPECIFIC SECURITY STAFF

- 16.1 If the CIC requires it, the Hirer must provide crowd management, stewards, security personnel and other specialist staff to deal with ensuring that attendees of the Event are marshalled to and away from the Premises and the Park and through the neighbouring areas safely and smoothly, along pedestrian routes to transport hubs as set by the CIC. Stewards shall also be provided around the outside of the Premises and along the pedestrian routes to deal with matters including, but not limited to crowd management, parking, litter and antisocial behaviour. The location and quantity of the stewards are to be agreed between the parties as part of the Event Management Plan.
- 16.2 The Hirer shall ensure that any individual at the premises who is required to carry out a security activity (an activity to which paragraph 2(1)(a) of Schedule 2 of the Private Security Industry Act 2001 applies and is licensable conduct for the purpose of the Act) must be authorised or otherwise entitled to carry out that activity. For further information please contact the SIA direct or log onto their website on www.sia.gov.uk
- 16.3 The CIC 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 security staff. The CIC reserves the right to postpone or cancel the Event in the event of any breach of this clause 16.

17 CATERING

- 17.1 Catering facilities provided at public events, may be inspected by a Food Safety Officer at any time. The Hirer shall ensure that he contacts the Food Safety Officers at London Borough of Hounslow, to seek advice as required at least 3 months prior to the commencements of the Event.
- 17.2 The Hirer will ensure all food concessions at his event hold a four-star hygiene rating or above.
- 17.3 The Hirer shall submit a full list of all traders operating at the event to the nominated Food Safety Officer at the London Borough of Hounslow, at least 28 days before the first day the Event opens to the public. This list should include Trading Name, Registered Address and Local Authority Registration of the trader. Mobile catering units not deemed acceptable by Environmental Services shall be refused entry to Gunnersbury Park.
- 17.4 All mobile catering units shall provide sufficient litter bins next to their units.
- 17.5 The CIC 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 or Food Safety Officer.
- 17.6 The Hirer shall ensure that all beverages sold for consumption on the premises shall be sold in plastic cups, PET containers or opened cans.

18 NOISE LEVELS

- 18.1 The Hirer shall ensure compliance with the noise levels as set by the London Borough of Hounslow's noise officers or as indicated within the premises Licence. The Hirer shall liaise closely and co-operate with officers

from the noise pollution section and respond positively to the VM or any request from duly authorised officers regarding volume or bass amplitude.

- 18.2 If levels of noise continue to be a nuisance after the Hirer has been warned by either the VM or by the London Borough of Hounslow's noise officers, then the source of the noise shall be shut down even if this necessitates the postponement or cancellation of the Event.
- 18.3 The Gunnersbury CIC accepts no responsibility or liability for the cancellation or closure of an event due to unacceptable noise nuisance.
- 18.4 Music system or band sound checks shall only take place with the prior permission of the noise officers and the VM and the time of any sound checks shall be agreed in advance.

19 PUBLIC ADDRESS, SPEAKER AND MUSIC SOUND SYSTEMS

- 19.1 In the first instance, the Hirer shall consult London Borough of Hounslow noise officers about the siting and direction of all public address, speaker and music sound systems to be used at his event.
- 19.2 In case of an emergency, appropriate means of alerting and addressing the public attending an event shall be in place.
- 19.3 Further advice can be sought from the VM or direct from the London Borough of Hounslow noise officers.

20 GENERAL HEALTH AND SAFETY

- 20.1 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, Agents, and their compliance with the provisions of the Health and Safety at Work Act 1974, the Environmental Protection Act 1990, the Regulatory Reform (Fire Safety) Order 1999 and the Environment Act 1995 and all supplemental legislation, regulations, guidance and approved codes of practice.
- 20.2 The Hirer shall appoint the following staff prior to his event – **Event Manager, Site Manager, Health and Safety Officer and Fire Officer**. 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 CIC of the name/s of the appointed staff at least 28 days prior to the commencement of set up for the Event, together with evidence of previous relevant experience or qualifications for each named individual.
- 20.3 Dependent on the risk assessment of the event, and with the prior agreement of the CIC, the above roles may be combined and carried out by one individual.
- 20.4 The Hirer shall provide the VM with a breakdown of the individual responsibilities of the above staff and their contact telephone numbers on request. The Hirer shall also provide a detailed organogram of all staff onsite, their responsibility, command and their role as directed under the Construction (Design and Management) Regulations 2015 level and their contact details.
- 20.5 The Hirer shall keep records such that it is be able to provide any authorised individual with the number of people on site within a reasonable time of the request.

21 CONSTRUCTION AND TAKEDOWN HEALTH AND SAFETY

- 21.1 The Hirer shall be responsible for the health and safety of members of the public using the Premises and other areas of the Park effected by the Event at all times during the construction, event, and take down phases.
- 21.2 The Hirer shall further ensure that the Construction (Design and Management) Regulations 2015 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.

22 MANAGEMENT OF RISK

- 22.1 The Hirer shall submit a draft of a written Event Management Plan (including a risk assessment in line with Health and Safety Act 1974 etc) to the CIC, where necessary having regard to the size of the Event the London Borough of Hounslow Safety Advisory Group and any other necessary consultee required by the CIC least 90 days prior to the start of the construction phase of the Event. A final copy shall be submitted at least 5 days

prior to the start of the construction phase of the Event. All changes within the final version must be agreed with the CIC prior to submission. The CIC will expect the Hirer to be fully engaged in dynamic risk assessment updating all documents accordingly up to the commencement of the Event being open to the public. 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, as prescribed by the Management of Health and Safety at Work Regulations 1999.

- 22.2 Should the written Event Management Plan not be received by the CIC or the London Borough of Hounslow Safety Advisory Group within the timescales laid down above, or if the CIC is not reasonably satisfied with the detail of the Event Management Plan or the risk assessment, the CIC reserves the right to postpone, delay or cancel the Event.
- 22.3 The cost of making any adjustments to the Event or Event Management Plan or of carrying out any works required will be met by the Hirer.
- 22.4 The CIC accepts no responsibility or liability for the cancellation of an event due to the Hirer not complying with the obligations set out in this clause 22.

23 THREE-STRIKE RULE

- 23.1 Representatives of the CIC who are onsite at an event will be able to issue a strike notice for breach of the terms and conditions of this Agreement
- 23.2 Each strike notice will be signed and countersigned by two representatives of the CIC agreeing that a term of this Agreement has been breached.
- 23.3 Thirty minutes is given to the organiser to rectify the situation or signed off undertaking to rectify within an agreed period. If this does not happen then a second strike is issued and a further thirty minutes given. If the breach is still not resolved a third strike will be issued.
- 23.4 If three strikes are issued relating to the same or different issues the Hirer will lose up to 100% of their Ground Damages Deposit. The amount that will be retained by the CIC will be determined by the CIC in its absolute discretion.
- 23.5 The strike notices will be kept on file and will be thoroughly considered by the CIC before allowing the Hirer to hire the Park again in the future.
- 23.6 A Hirer issued with three or more strike notices has the right to appeal within 10 working days from the final day of the Event which is open to the public. The appeal must be made in writing to the CIC detailing why the situations arose and why they were unable to be dealt with in the allocated time.
- 23.7 The appeal will be reviewed by the CIC and where appropriate in consultation with stakeholders.
- 23.8 The outcome of the appeal will be issued in writing within 28 days from the date of receipt of the appeal.
- 23.9 Once a decision on the appeal has been made there is no second appeal channel and the decision stands.

24 SITE INSPECTIONS AND HANDOVER

- 24.1 Before any element of the Event moves onto the Premises, the Hirer or his appointed Site Manager shall report to the VM.
- 24.2 When the VM or other representative of the CIC deems necessary a full inspection of the Premises shall be carried out and a Site Inspection Report on the condition of the Premises will be created by the VM. The Hirer or Site Manager will be required to counter-sign this document once they're satisfied it provides an accurate account of the condition of the premises. The report shall note information such as ground conditions, existing ground damage, existing damage to services and litter on the site. Photographic evidence will also be used to ascertain the condition of the grounds.
- 24.3 The Hirer shall ensure that he issues the VM and authorised officers of the CIC with required "Access all Areas" passes on request.

- 24.4 For site visits deemed necessary after the event has left the site, the Hirer or his appointed Site Manager shall report to the VM again. The site shall be inspected to check for any damage caused by the event, and Part 2 of the Site Inspection Report shall be signed. Photographic evidence will also be used to ascertain the condition of the grounds.
- 24.5 The Hirer shall note that he is liable for the cost of any cleaning and repair to any part of the Premises or Park that is directly attributable to the Event. The cost will be deducted from the Grounds Damage Deposit and any additional amounts will then be invoiced to the Hirer and will be payable by the Hirer within 28 days of that invoice
- 24.6 The Hirer shall ensure that all Agents contractors remove their equipment / supplies from the Premises and the Park by the specified date and time at the end of the take down period for the Event. Should any equipment / supplies remain on the Premises or the Park beyond the agreed date and time; the Hirer shall be liable for any additional take down day charges.
- 24.7 At any time, the CIC may require access to any area of the Premises to carry out emergency works necessary to ensure public safety or to avoid incurring additional costs/damage. This will include works to services, ground and infrastructure. The CIC may at any time restrict public access to any area of the Premises or the Park to carry out such emergency works.

25 VEHICLE ACCESS

25.1 The regulations relating to the Conduct of Drivers in Gunnersbury Park are as follows:

- (a) Keep to vehicle access and egress routes previously agreed with the VM.
- (b) All vehicles must keep to the Gunnersbury Park speed limit of mph.
- (c) Do not use hazard lights, use headlights instead.
- (d) Give way to all pedestrians and dogs, stop when necessary.
- (e) Obey the instructions of any CIC personnel.
- (f) Do not sound your horn.
- (g) Vehicles should never be parked under the canopy of trees.
- (h) Never drive between parents and small children.
- (i) Never drive between owners and their pets.
- (j) Do not drive close to pedestrians to force them to move.
- (k) Be patient, calm and polite.
- (l) Do not overtake moving vehicles.

Failure to comply with these regulations may lead to £100.00 fine against the Hirer, per incident, as stated by the VM on behalf of the CIC.

- 25.2 The Hirer shall notify the CIC, 24 hours in advance of deliveries by articulated vehicles. A banksman shall be provided by the Hirer, for access into and egress from the premises through the Park.
- 25.3 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 the Park and a map of the Park.
- 25.4 The Hirer shall seek permission from the VM before the following types of vehicles may enter Gunnersbury Park: cranes, plant vehicles, aerial platforms, tracked vehicles, double decker vehicles.
- 25.5 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.

- 25.6 The Hirer shall ensure that all plant operators are competent, experienced and in possession of the appropriate qualification, licence or certificate.
- 25.7 The Hirer shall ensure that all vehicles operating within the park have a valid MOT certificate where applicable and that all drivers are in possession of the appropriate licence and valid insurance.
- 25.8 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.

26 VEHICLE PARKING

- 26.1 Only essential vehicles shall be allowed to visit or park on the Premises or any other part of the Park. The number of vehicles shall be agreed prior to the event with the VM and the Hirer shall provide the VM with a list of owner's details on request.

27 ELECTRIC BUGGY DRIVING

- 27.1 Permission to drive electric buggies in the Park shall be sought from the VM in advance of the Event.

28 ADVERTISING SIGNS / BANNERS

- 28.1 Permission to erect advertising signs and banners requires planning consent. The Hirer shall ensure that all advertising material complies with the CIC's current consent.
- 28.2 Erection of signs / banners are permitted and approved by the VM on behalf of the CIC in advance. The VM will inform the Hirer where and how many banners and type are permitted.
- 28.3 Wording, layout, size of all banners and marketing material to be displayed around the Park will be approved by the VM on behalf of the CIC in advance. All signs / banners shall be removed during the take down period for the Event. .
- 28.4 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 CIC In this instance the CIC shall levy a minimum charge of £250 + VAT to the Hirer.
- 28.5 No signs / banners shall be erected within the Park the advertising of any event or commercial concern or activity taking place outside the Park.
- 28.6 No fly posters or stickers shall be attached to any part of the fabric of the Park or anywhere within the London Borough of Hounslow or London Borough of Ealing. The Hirer shall be responsible for all costs incurred for the removal of any fly posters or stickers, which can be directly attributed to the Event.
- 28.7 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 VM.

29 ADVERTISING SIGNS / BANNERS

- 29.1 Permission to erect directional signage in a Gunnersbury Park shall be sought from the CIC prior to the event and a full signage schedule should be submitted as part of the Event Management Plan.
- 29.2 Signage is not permitted to be erected on lamp posts or attached to any trees without prior consent from the CIC. All signage shall be removed immediately after the event has taken place.
- 29.3 The Hirer shall ensure that any Highways directional signage, on roads leading to the Park, directs traffic to the appropriate gate for the Event.
- 29.4 The Hirer shall ensure that all safety and welfare facilities are signposted on site (e.g. first aid, drinking water, toilets etc)

30 CARE OF TARMAC AREAS

- 30.1 Any damage caused to a tarmac surface within the Park due to careless or bad pinning, or the spillage of substances that degrade the surface of the tarmac, shall be charged to the Hirer. The cost of the repair shall be determined by the CIC at its absolute discretion.
- 30.2 No structure fixing pins shall be used on any footpath or roadway within the Park under any circumstances.

31 CARE OF GRASS AREAS

- 31.1 Sufficient ground protection systems must be in place prior to any vehicles coming onto the Park, failure to do so will result in a charge against any damage caused. The Hirer shall ensure that no vehicles drive on the grass without the prior permission of the CIC. Vehicles shall be parked off site, unless their positioning is crucial to the event.
- 31.2 Vehicles that are given permission to drive on the grass shall be driven carefully and will adhere to Gunnersbury Park's speed limit of mph. Hazard lights should NOT be used. 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 as well as keeping the general public and event staff safe.
- 31.3 No plastic or rubber carpet underlay shall be placed on the grass at any time.
- 31.4 Coconut matting, or similar materials shall not be laid on the grass for more than 3 consecutive days.
- 31.5 All wooden flooring shall incorporate an air gap of a minimum of 10 cm.
- 31.6 No wooden flooring shall be laid on the grass for more than 5 consecutive days.
- 31.7 The Hirer shall ensure that no poles or stakes are driven into the ground without the prior permission of the CIC. This does not include structure fixing pins.
- 31.8 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 CIC prior to the event.
- 31.9 No fuel, chemicals or other substances that may harm the grass, shall be positioned on grass areas.
- 31.10 The CIC accepts no liability for the cancellation of an event due to adverse weather conditions.
- 31.11 Any damage caused to the grass as a direct result of the event will be charged to the Hirer under clause 24.5 of this Agreement.

32 CARE OF TREES

- 32.1 The Hirer shall ensure that no vehicles park next to the base of trees. The Hirer will ensure that barriers are put around any relevant trees on the event site as soon as the Hirer starts event build as directed by the VM. 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.
- 32.2 No structure fixing pins shall be used beneath any tree canopy.
- 32.3 No structure shall touch or interfere with any tree canopy.
- 32.4 No tree or shrub shall be pruned under any circumstances.
- 32.5 No stores e.g. pallets or stacked flooring or heavy objects shall be unloaded or stacked under the tree canopy
- 32.6 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.
- 32.7 No cooking or fires shall be permitted under the tree canopy.
- 32.8 No fuel, chemicals or other substances that may harm trees shall be positioned beneath the canopy of a tree.

- 32.9 Nothing shall be attached to trees without prior consent.
- 32.10 No trees shall be used to elevate any lighting, cabling or wiring, without prior permission from the VM.
- 32.11 Any damage caused to trees as a direct result of the event shall be charged to the Hirer under clause 24.5 of this Agreement. The cost of repair or replacement shall be determined by the CIC and shall be non-negotiable.
- 32.12 The cost of any tree works required for the purposes of the Event will be met by the Hirer.
- 32.13 If the CIC needs to do any emergency works to trees (e.g. felling for public safety or pest management) then it reserves the right to re-route access or egress routes or relocate the Event within the Park to facilitate this.
- 32.14 If the CIC agrees that vehicles may operate or park within areas where trees are present, it will be a requirement that sufficient protection is used as deemed necessary by the VM. For example, Aluminium Trackway. The Hirer will be liable for the additional costs incurred.

33 ELECTRICITY

- 33.1 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 or on call whilst the event is open. All electrical installations shall comply with the Electricity at Work Regulations 1989 and the Electrical Equipment (Safety) Regulations 1994, and must be signed off by a competent person in line with BS7909. The CIC's electrician may inspect the installation at any time.
- 33.2 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.
- 33.3 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 the Hirer's competent and qualified employees or Agents.
- 33.4 All generators shall be diesel powered, silent running and properly maintained. The CIC 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.
- 33.5 Electrical cables shall not be laid along the ground without the prior permission of the VM. 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.
- 33.6 All electrical cabling shall be removed on completion of the event. Any damage caused will be charged to the Hirer under clause 24.5.

34 TELEPHONE LINES

- 34.1 The Hirer shall be responsible for ordering any telephone lines required. Any cost incurred will be covered by the Hirer and permission needs to be granted by the VM prior to any instalments.
- 34.2 Phone lines may be available for hire from the CIC. These should be booked through the VM.

35 WATER AND MAINS DRAINAGE

- 35.1 The Hirer may request a connection to Gunnersbury Park water supply and mains drainage systems. Permission must be sought from the VM in advance and any additional charges will be met by the Hirer the Hirer.
- 35.2 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 of the Hirer or Agents.
- 35.3 The Hirer will ensure that the mains water usage is metred. The Hirer will provide regular updates to the VM about water usage. This will be recharged to the Hirer at cost price.

36 TOILETS

- 36.1 The Hirer shall ensure that he provides sufficient toilets for the number of people attending the event. The Purple Guide should be consulted for guidance as to the quantity required; please remember that the figures provided in this are only a guide to the minimum amount required and if further advice is required you can discuss this with the VM.

37 LIQUEFIED PETROLEUM GAS (LPG) AND FLAMMABLE MATERIALS

- 37.1 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).
- 37.2 The Hirer shall ensure that the storage and use of LPG 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.
- 37.3 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 of the Hirer or Agents.
- 37.4 Appliances specifically designed for indoor use with cylinders located on or in the appliance may be used but shall comply with manufacturers operating procedures.

38 LITTER, BINS AND RECYCLING

- 38.1 The Hirer must submit waste management plans to the CIC for approval, at least **three months** in advance of the Event. This must include a schedule of waste collection and removal during the build, operating and break days of the Event.
- 38.2 The Hirer shall ensure that the Premises is left clear of all litter and refuse on completion of the Event. The Hirer shall note that he shall be responsible for any litter on the Premises and in the surrounding areas of the Park that is directly attributable to the event. Any costs incurred by the CIC in removing litter after the event will be charged to the Hirer
- 38.3 The Hirer shall ensure that he makes available suitable and sufficient refuse receptacles for the event.
- 38.4 The Hirer shall ensure that sufficient wet skips are provided for the event, should it involve catering on a large scale.
- 38.5 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 VM, the CIC's contractor shall levy a further charge for the clearance of any remaining litter.
- 38.6 To the extent reasonably practicable, the Hirer shall ensure that the maximum amount of waste material from the Event is recycled.

39 EMERGENCY SERVICES

- 39.1 The Hirer shall be responsible for consulting with / informing the necessary Emergency Services prior to the event.
- 39.2 The Hirer shall be responsible for providing full details of emergency access routes and evacuation plans within the Event Management Plan.

40 FIRST AID

- 40.1 The Hirer shall ensure that he provides sufficient first aid cover for the number of people attending the event. The Purple Guide should be consulted for guidance as to the level of cover required.

41 CHILDREN AND VULNERABLE PEOPLE

- 41.1 The Hirer shall ensure that any Event involving children or vulnerable adults, fully considers the welfare of those children taking part. The Hirer shall ensure that he complies with the provisions of the Children's Act 1989.

- 41.2 The Hirer shall ensure that where appropriate, all employees, contractors and volunteers with access to children and vulnerable people are successfully Disclosure Barring and Service (DBS) checked prior to the event.
- 41.3 The CIC reserves the right to request the removal of any member of staff of the Hirer or any Agent from the Premises in the event of a breach of any safeguarding procedures or policies and to postpone or cancel the Event if a safeguarding issue raised by the CIC is not addressed by the Hirer.
- 42 FUNFAIR RIDES AND AMUSEMENTS**
- 42.1 Permission to use funfair rides and amusements in the Park, or as part of the Event, shall be sought from the CIC prior to the event.
- 42.2 The Hirer shall ensure that all funfair rides comply with the Fairgrounds and Amusement Parks – Guidance on Safe practice 3rd edition (2017). The management of funfairs, their ADIPS and PLI should be submitted as part of the Event Management Plan
- 42.3 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 VM, before the rides are allowed to open. The CIC reserves the right to spot check any event taking place on Gunnersbury Park at any time during build, event and dismantle, this can include funfair rides and amusements, and to prevent/cease the operation of any ride in the event of the CIC having concerns about that ride which the Hirer has not addressed to the CIC's satisfaction.
- 43 SUN SAFETY**
- 43.1 The CIC requests that the Hirer considers the general risks of sunshine and the provision of shade at outdoor events.
- 44 ANIMALS**
- 44.1 Permission to allow animals on to site, either as part of a show or performance or pets of customers, must be sought from the CIC prior to the Event.
- 44.2 If permission is granted, an animal welfare policy must be submitted as part of the Event Management Plan.
- 44.3 The Hirer shall ensure that only domestic animals are used in entertainment acts or circuses in the y Park if permission is granted by the VM.
- 44.4 No dogs, except guide dogs, shall be allowed access to the events without prior approval of the VM.
- 45 ADULT ENTERTAINMENT**
- 45.1 Without prejudice to clause 8.1, Entertainment that could be construed as "Adult Entertainment" will require permission from the CIC in advance of the Event.
- 46 BONFIRES**
- 46.1 Generally speak, bonfires will not be permitted. Special permission must be sought from the CIC if you plan to hold bonfire activities as part of your event.
- 47 HELICOPTERS**
- 47.1 No helicopters shall land in the y Park without the prior permission of the VM, with the exception of the air ambulance.
- 48 HOT AIR BALLOONS**
- 48.1 Permission for hot air balloons to take off and land in the Park, even if they are tethered, shall be sought from the CIC prior to the event. If permission is granted, the Hirer shall ensure that the Civil Aviation Authority and relevant authorities are notified.

49 FIREWORKS, STAGE AND SPECIAL EFFECTS

- 49.1 No pyrotechnics or fireworks shall be fired in the Park without the prior permission of the VM.
- 49.2 Permission to use lasers in the Park shall be sought from the VM prior to the Event.
- 49.3 Permission to use smoke effect machines in the Park shall be sought from the VM prior to the Event.
- 49.4 Permission to use wind effect machines in the Park shall be sought from the VM prior to the Event.
- 49.5 Permission to use strobe lighting in the Park shall be sought from the VM prior to the Event.
- 49.6 The Hirer must also obtain permission from the Civil Aviation Authority for fireworks, stage and special effects being used in the Park.

50 REPLICA WEAPONS

- 50.1 It is prohibited to sell or give away replica weapons as part of any Event in the Park.
- 50.2 It is prohibited to use replica weapons as any part of entertainment in the Park without first obtaining permission from the VM.

51 FILMING AND LIVE BROADCAST

- 51.1 Permission to film or broadcast live from the event shall be sought from the CIC prior to the Event, and permission of the CIC shall be obtained before photographs or video recordings are made or taken on the premises.
- 51.2 The attending VM reserves the right to record footage and photograph any part of the Event. Material acquired will be used for council publicity and internal purposes i.e. training and event debriefs.
- 51.3 Exhibition of any recorded material must be classified by the BBFC.
- 51.4 The Hirer shall ensure that all PRS and PPL licences are obtained and sums paid pursuant to such licences in respect of the Event or the broadcast of any footage or material from the Event.
- 51.5 All broadcasts recordings or still images from an Event shall credit the Park and the CIC.

52 CARAVANS AND CAMPING

- 52.1 Permission to live in caravans or to camp in the Parks part of the Event organiser's compound shall be sought from the VM prior to the Event.
 - (a) The Hirer shall ensure that they adhere to all guidelines set out in the Purple Guide including but not exclusively to site design and densities.
 - (b) Commercial caravan and camping sites are not permitted in the Park

53 CIC'S OBLIGATIONS

- 53.1 The CIC as follows, in each case subject to the Hirer complying with its obligations under this agreement and subject to rights reserved in favour of the CIC and any third parties under this agreement that:
 - (a) The Hirer shall have control of the Premises during the period of the Event for the conduct of the Event.
 - (b) It shall not unduly interpret the user of the Premises by the Hirer for the purposes of the Event.
 - (c) It shall provide full access to and egress from the Premises through the Park to the Hirer and its Agents.
 - (d) It shall provide full access to and egress from the Premises through the Park to the general public travelling to and from the Event.

- (e) No third party will be entitled to exercise any rights in respect of the Premises or any Park during the period of the Event which will interfere with any of the rights granted to the Hirer under the terms of this Agreement.
- (f) The CIC shall carry out its obligations under this agreement and shall procure that its employees, contractors, sub-contractors and agents do the same in a manner so as not to disrupt the rights granted to the Hirer under the terms of this Agreement.

54 REFERENCES

- 54.1 There is a requirement for the Hirers to provide two positive references as determined and requested by the VM.
- 54.2 The CIC reserves the right to request additional references, from specific sources, if the VM determines this as necessary.

55 PENALTIES

- 55.1 The Hirer event must treat the Premises, the Park and surrounding area, with appropriate care and respect. If the Hirer cannot adhere to these terms, they may be liable to penalties without prejudice to any other provision of this Agreement. This can include:
 - (a) Vandalism of park furniture, fencing, gates, walls, buildings, trees, plants or anything of a similar nature in order to facilitate the event: full cost of repair, plus 10% or £500.00 whichever is greater.
 - (b) Contravention of driving regulations: £100.00 per occurrence.
 - (c) Flyposting: £100.00 per occurrence plus the cost of removal.
 - (d) Waste and litter left on site following the event: full cost of removal, plus 10% or £500.00 whichever is greater.
 - (e) Unauthorised early access or late exit from Gunnersbury Park prior to or following the dates shown in this agreement: £500.00 per day.
 - (f) Unauthorised vehicles parking onsite: £100.00 per occurrence.
 - (g) Any Event finishing later in the day than agreed as part of the Event Management Plan; **£INSERT VALUE** per **INSERT NUMBER** minutes of overrun.

56 FREEDOM OF INFORMATION AND CONFIDENTIALITY

- 56.1 The Hirer acknowledges that the CIC is not bound by legislation relating to the Freedom of Information, but that it is under an obligation to assist with any Freedom of Information Act requests made of the London Borough of Ealing and the London Borough of Hounslow who fund the CIC.
- 56.2 The CIC reserves the right to delay processing details of the Event or to postpone the Event to the extent necessary to fulfil its obligation to the London Borough of Ealing or London Borough of Hounslow in respect of Freedom of Information.
- 56.3 In complying with its obligations in respect of Freedom of Information the CIC shall not disclose any commercially sensitive or confidential information relating to the Event save to the extent it is required to do so by law.
- 56.4 Save to the extent they may be required to do so by law or to the extent the terms of this Agreement must be disclosed to third parties to facilitate the performance or discharge of obligations under this Agreement the parties shall keep the terms of this Agreement confidential between them.

57 DISPUTE RESOLUTIONS

- 57.1 In the event that any dispute arises between the parties in connection with this agreement, the parties shall in the first instance use their reasonable endeavours to resolve it amicably between themselves. If any dispute remains unresolved following such reasonable endeavours the parties may agree to refer the matter to non-

binding mediation. In the event of such mediation being unsuccessful or not agreed, the dispute shall be under the exclusive jurisdiction of the High Court of England and Wales.

58 SCHEDULE AND EVENT PARTICULARS:

The Hirer:

Name: [INSERT HIRER'S NAME]
Position: [INSERT JOB TITLE]
Organisation: [INSERT HIRER'S ORGANISATION]
Registered Business Address: [INSERT BUSINESS ADDRESS]
Contact Number: [INSERT NUMBER FOR HIRER]
Mobile Number: [INSERT MOBILE NUMBER FOR HIRER]
Secondary Contact Name: [INSERT NAME OF HIRER'S DEPUTY]
Secondary Contact Number: [INSERT NUMBER FOR HIRER'S DEPUTY]
Secondary Contact Mobile Number: [INSERT MOBILE NUMBER FOR HIRER'S DEPUTY]
Pre-Event Inspection: [INSERT DATE]
Hire Commences: [INSERT DATE]
Setup / Build Dates: [INSERT DATES]
Event Soundcheck Dates: [INSERT DATES]
Event Soundcheck Times: [INSERT TIMES]
Event Preview Dates: [INSERT DATES]
Event Preview Operating Times: [INSERT TIMES]
Event Operating Dates: [INSERT DATES]
Event Operating Times: [INSERT TIMES]
Event Breakdown Dates: [INSERT DATES]
Hire Period Finishes: [INSERT DATE]
Post-Event Inspection: [INSERT DATE]

59 SIGNATURES:

I/WE have read the Gunnersbury Estate (2026) CIC's Terms and Conditions for the Hire of Gunnersbury Park and agree to comply with and be bound by them

Signature of Hirer:

Print Name:

For and on Behalf of (organisation):

Date:

For and on behalf of the Gunnersbury Estate (2026) CIC:

Signature of Authorised Officer:

Print Name:

Position:

Date:

PAYMENTS SCHEDULE

Payment Type	Amount	Time/Date for Payment
Application Fee		Already paid
Hire Fee		
Grounds Damage Deposit		
Environmental Impact Fee		
Other charges		