



# Open Spaces

Registered Charity

## Events Policy

### Part Two

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## Policy statement

This local policy should be read with Part One of the City of London Open Spaces Events Policy which applies to all the City's Open Spaces located outside the City of London.

This is the local policy and application form for requests to hold events in Epping Forest only.

Applications for filming, photography, regular activities and land hire for storage, skips etc. should be completed on the standard licence application form and sports activities on the sports licence application form. Please note that large sports events with more than 500 people or with a number of infrastructure items may be considered under the events licence.

## Introduction

Epping Forest is London's largest open space and provides 6000 acres of ancient woodland and mixed habitats and is a vital green lung to the city. The Forest was protected for 'the recreation and enjoyment of the public' and there are a huge range of opportunities for recreation on offer including a number of unique locations for events. With around 4.5 million annual visits however, the Conservators have a crucial role in ensuring that visitors are safe, that conflict amongst users is minimised and that use of the Forest is sustainable to safeguard the future of the Forest for everyone.

## Legislative background

Epping Forest was protected under the Epping Forest Act 1878 which appointed the City of London as Conservators of the Forest '...to preserve the Forest as an open space for the recreation and enjoyment of the public..'

The Act ensures that the Conservators '*.. shall at all times keep Epping Forest unenclosed and unbuilt on, ...*' and under Section 7(3): '*The Conservators shall at all times as far as possible preserve the natural aspect of the Forest,*'

Epping Forest is also protected under subsequent legislation over and above the protection provided by the 1878 Act. Under The Conservation of Habitats and Species Regulations 2017, 1605 hectares are protected within a Special Area of Conservation ((SAC) - EU Habitats Directive (92/43/EEC) and 1728 hectares are notified as a Site of Special Scientific Interest (SSSI) under the Wildlife and Countryside Act 1981 (as amended). Wanstead Park and Copped Hall are both Grade II\* Registered Parks & Gardens under the National Heritage Act 1983. In addition, Ambresbury Banks, Loughton Camp and The Temple at Warlies Park are Scheduled Monuments protected under the Ancient Monuments and Archaeological Areas Act 1979.

## Event locations

Throughout the Forest events will be judged on their potential impact on the sensitive nature of the landscape but also the intensity of regular use of the area and proximity of housing. A number of areas are restricted completely due to their sensitive nature and others may be restricted seasonally.

A number of suggested event locations is provided on the attached Events Location Schedule. These are spaces we have determined have some capacity to hold events; however, they will each be subject to some restriction due to access issues, seasonal concerns, proximity of neighbours and overall impact on conservation.

These suggested locations have been categorised in three broad zones but the individual characteristics of each event will be taken in to account.

If a location you wish to use is not listed we may still be able to consider it, provided your application is submitted with sufficient lead in time.

Zone A. Larger open areas with greater capacity for larger events. Type of event and access issues will need to be considered and there may be seasonal restrictions

Zone B Established Activity Areas including fairgrounds sites and village green/ town greens that can accommodate medium size events

Zone C Potential event areas for smaller events. These may not have been used in the past for events but are considered to have some potential for small public or private events.

## Timing and frequency

The following principles will be applied to the timing and frequency of events;

- No more than one large event will normally be approved to take place on the same day.
- Events will not normally be approved on consecutive weekends over the period from May to September in each locality
- The overall number of events approved will be restricted to maintain the balance of public enjoyment and unfettered access of the normal character and environment of the Forest.
- Large events will be limited to three per year throughout the Forest and will have restrictions on noise, scale and impact.

## Local Authority approvals

- A temporary event notice and other licences or consents may be required. Applicants should make their own enquiries to the following authorities as applicable:
- London Borough of Waltham Forest
- London Borough of Redbridge
- London Borough of Newham
- Epping Forest District Council

## Local officer event group

- The Head of Visitor Services, Head Keeper and other Epping Forest officers according to expertise needed per application, are represented on the Local Officer Event Group. This meets fortnightly to consider event applications and make recommendations to the Superintendent who holds delegated powers to approve events or to the Epping Forest and Commons Committee in appropriate circumstances.

## How we make decisions

All applications will be reviewed on a two-weekly basis by the Local Officer Event Group in Epping Forest. Applications may be:

- recommended immediately for the approval of the Superintendent.
- recommended for rejection on the basis that it does not meet the requirements of the Open Spaces Event Policy
- deferred subject to receipt of further information
- referred to a wider meeting of officers for review, particularly in the case of large events. In some cases, such as when events are very large the application will be referred to the Epping Forest and Commons Committee, which will add 2-4 months before a decision is agreed

## Applications timescale

Event applications must be received within the lead in time stipulated below. Should applications not be received within these lead-in times event requests may be declined.

Scale	Total anticipated attendance	Application to be received	Application Deadline
Minor	1 – 50	At least 3 weeks prior to event	None - rolling application process
Small	50 – 499	At least 8 weeks prior to event	None - rolling application process
Medium	500 – 5000	At least 3 months prior to event	None - rolling application process
Large	5001 plus	At least 6 months (at least 12 months if over 10,000) prior to event	1 September 1 December 1 March

## Events application form

Please find the event application forms for each specific site at:

<http://www.cityoflondon.gov.uk/greenspaces>

## Note

If any of the details included in your form change once your application has been submitted, please inform us. No additional items may be included without the express consent of The City of London

## Licenses

Your event may require a Premises Licence or Temporary Event Notice which is provided by the relevant local authority. We can advise which one it will be depending on your chosen site.

You are advised to allow a minimum of 10 weeks for a premises licence application and 4 weeks for a temporary event notice. Larger events may need to apply for a licence up to 6 months in advance. More information can be found here:

<http://www.londoneventstoolkit.co.uk>

If you are using recorded or live music you will also need to obtain the appropriate music licences. See <https://pplprs.co.uk/> for further details

## Insurance

Hirers of public open space are required to hold a current policy of insurance in respect of public liability or third-party risks. The relevant limit of indemnity must be no less than £5million and the City of London reserves the right to require a higher limit if deemed necessary.

Hirers will be required to produce a copy of a valid schedule or certificate of public liability insurance together with that of any exhibitor, band/dance group, sub-contractor, caterer etc. whom they have instructed or authorised to appear at the event (see <http://www.londoneventstoolkit.co.uk>) This information needs to be provided at least one month prior to the event if a medium large or major event. Failure to produce this evidence will result in withdrawal of consent to use the land.

## Event planning

You may be required to provide a range of plans and documents relating to your event such as Traffic Management Plans, Emergency Plan and Risk Assessments. More details about these can be found here <http://www.londoneventstoolkit.co.uk>

## Charges

We will be able to calculate your event charge when we have received your event application form. The fees and charges shown below are typical of what you can expect to pay.

### Outdoor events

Events are charged based on the size, number of people attending and activities planned. Community / not for profit and charity fundraising events will receive a 50% reduction from the commercial event charges. Individual applicants will be treated as Commercial and subject to the same fees. 5% of ticket price is based on maximum numbers applied for.

## Charges for the financial year 2018/19

### Commercial/corporate events

Item	Amount	When Payable
Application Fee	£50	On application
Deposit (to reserve location and date)	25% of basic hire fee	Invoiced when event has outline approval from The City of London subject to licence approvals. If required licences are not approved and the event does not proceed the deposit is forfeited.
Damage Deposit (refundable)	£500 or 20% of hire fee whichever is the lesser	Cleared funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Minor event (less than 50)	£0- £500 dependent on event type and infrastructure (e.g. serving hot food, charging a fee, including more than one gazebo)	A damage deposit of £100 may be levied to ensure waste is disposed of in the case of events where a charge of less than £100 is made. Charged for catering must be separately licensed and an additional fee is payable unless part of an organised small/large event or otherwise agreed with CoL
Basic Hire Fee - Small event (50-499)	£650 plus 5% of ticket price	Cleared balance of funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Medium event (500-4999)	£1950 plus 5% of ticket price	Cleared balance of funds to be received at least 1 month prior to the first day on site.
Basic Hire Fee - Large event (greater than 5000)	By negotiation	Cleared balance of funds to be received at least 2 months prior to the first day on site.

Item	Amount	When Payable
Non – event days (set up and dismantle)	15% of basic fee per day	Payable in conjunction with the basic hire fee.
Private events (wedding receptions/ party) max 150	£1000	Cleared balance of funds to be received at least 1 month prior to the first day on site.

### Charity/not-for-profit events

Item	Amount	When Payable
Application Fee	£25	On application
Deposit (to reserve location and date)	25% of basic hire fee	Invoiced when event has outline approval from The City of London subject to statutory licence approvals. If required licences are not approved and the event does not proceed the deposit is forfeited.
Damage Deposit (refundable)	£500 or 20% of hire fee whichever is the lesser	Cleared funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Minor event (less than 50)	£0- £250 dependent on event type and infrastructure (e.g. serving hot food, charging a fee, including more than one gazebo)	A damage deposit of £100 may be levied to ensure waste is disposed of in the case of events where a charge of less than £100 is made. Charged for catering must be separately licensed and an additional fee is payable unless part of an organised small/large event or otherwise agreed with CoL
Basic Hire Fee - Small event (50-499)	£325 plus 5% of ticket price	Cleared balance of funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Medium event (500-4999)	£975 plus 5% of ticket price	Cleared balance of funds to be received at least 1 month prior

Item	Amount	When Payable
		to the first day on site.
Basic Hire Fee - Large event (greater than 5000)	By negotiation	Cleared balance of funds to be received at least 2 months prior to the first day on site.

#### Charges for use of specific facilities

Item	Amount	When Payable
Exclusive Hire of car park	Large (e.g. Bury Road) Medium (e.g. Fairmead Oak) Small (e.g. Earls Path) Compounds/ Storage	£700 per day £423 per day £140 per day £0.57 per M2 per day. Min overall charge of £71
Water	Use of building water supply or stand pipe (limited locations)	£50 per day or metred charge
Electricity	Use of The City of London supplies (limited locations)	£50 or metered charge
Specialist ground preparation (in addition to usual cutting regime e.g. ground marking)		On application
Staffing. City of London will provide staff to the first 2 meetings free of charge. Further attendance at meetings and on site attendance may be charged, particularly if out of normal working hours.	Forest Keeper Senior Keeper Visitor Services assistants Visitor Operations Manager	From £27 per hour From £34 per hour From £25 per hour From £44 per hour  Plus VAT at 20%

#### Fairs and circuses

Fairs and Circuses will be dealt with by separate negotiation. Discounts from operational days will be made for set up/ dismantling. A discount applies to longer stays.

#### Damage deposit and reinstatement fees

We will inspect the site before you arrive and again after your departure. If reinstatement costs are greater than the damage deposit paid we will invoice you for the remaining balance.

# Terms and conditions of hire

1. Hirers must not:
  - Fix items to trees, railings, fences or any other structures, including any form of advertising
  - Drive stakes into the ground
  - Cook or sell food or sell alcohol without separate licensing agreement or without obtaining an alcohol licence
  - Leave items or equipment unattended
  - Hand out literature at an event, unless special permission has been given
  - Solicit donations i.e. bucket collections or similar
  - Release balloons or sky lanterns
  - Stage pyrotechnic displays (unless by separate agreement)
  - Erect temporary structures (other than small gazebos) including bouncy castles, unless by specific agreement in specified locations
  - Climb, or allow others to climb on, statues, monuments or infrastructure
  - Move benches, fixtures and fittings
  - Advertising is not permitted on railings or within the Forest/ Park unless specifically permitted and with a separate charge
2. Applications for events will only be considered if submitted within the time frames and scope outlined
3. Applications will only be approved once adequate health, safety and emergency planning information has been agreed. No licensable event may proceed without the appropriate licence(s) from the local authority.
4. Events should not be advertised until final signed agreement for the event has been received from the City of London.
5. The Hirer hires the area indicated on the Hirer's site plan and agreed by The City of London. The Hirer does not hire the whole site for the Hirer's exclusive use, unless requested and agreed by The City of London
6. The Hirer's attention is drawn to the requirements of the *Health & Safety at Work Act 1974* and other health & safety legislation including *the Management of Health & Safety at Work Regulations 1999*, *Control of Substances Hazardous to Health Regulations 1999* and *Electricity at Work Regulations 1989*. It is the responsibility of the Hirer to comply with all relevant legislation. <http://www.hse.gov.uk/event-safety>
7. The Hirer shall indemnify and keep indemnified The City of London from and against all actions, claims, suits, costs, expenses, losses, injuries, damage and liability howsoever arising out of or by reason or in consequence of the agreement hereby granted (other than action, claims, suits, costs, expenses, losses, injuries, damage and liability resulting from any negligent act of The City of London, its servants or agents). The Hirer shall effect a third party policy of insurance to a minimum of £5,000,000 per event and in such terms as may be approved by The City of London

8. The Hirer will be required to produce written documentary evidence of the existence of public liability insurance at such a level as required by The City of London in respect of any exhibitor, ground entertainer, sub-contractor, caterer which the Hirer has authorized to appear at the event.
9. The Hirer is responsible for the reinstatement of the site allocated, including the clearance of litter, the separation and collection of recyclable materials and the removal of all advertising. The clearance must be undertaken within 24 hours after completion of the event and reinstatement of land within 48 hours after completion of the event. If the Hirer fails to perform these obligations, The City of London reserves the right to perform any such obligations and any costs incurred shall be borne by the Hirer. Specialist grounds works including re-seeding will be undertaken by The City of London and will also incur an additional cost to be borne by the Hirer.

### **Cancelling an event**

10. The City reserves the right to cancel forthwith the holding of any event in Epping Forest in the event of an emergency or on the advice from the police authority or any other appropriate authority or because of forecast poor and extreme weather or unsuitable ground conditions.

In the event of any event being cancelled under the provisions of this clause, the City shall not be held liable to the hirer for any fees costs or damages, loss nor any consequential loss sustained as a result of or in any way arising out of the cancellation of the function but shall repay to the hirer without interest all sums paid by the hirer on account of the hirer charge (with the exception of the administration fee which is non-refundable). It is therefore highly advised to take out separate event insurance.

The City of London Corporation reserves the right to require the hirer to alter the date of use if it should become necessary for any reason, provided reasonable notice is given of such alteration (except in the case of an emergency when the clause above will apply). In the event the hirer is unable to alter the date, the City of London will repay all monies paid by the hirer to the City within 10 working days but will accept no liability for any other fees, costs or damages or any consequential loss what so ever.

In the case of the hirer cancelling the event once agreed and deposit paid, for any reason and including failure to secure the appropriate licences, refunds will be given on the sliding scale shown below. In all circumstances the administration fee will be retained and a charge made for any expenses already incurred by The City of London Corporation on behalf of the event:

#### **Cancellation period**

<b>Scale</b>	<b>Total anticipated attendance</b>	<b>Notice given for Cancellation</b>	<b>Refund</b>
Minor	1 – 50	Any period	Full refund *
Small	50 – 499	At least 4 weeks Less than 4 weeks	Full refund* Minus 25% of deposit

Scale	Total anticipated attendance	Notice given for Cancellation	Refund
Medium	500 – 4999	At least 2 months Less than 2 months	Full refund* Minus 25% of deposit*
Large	5000 plus	At least 4 months Less than 4 months Less than 4 weeks	Full refund* Minus 50% of deposit* Minus 100% of deposit*

\*minus application fee and expenses

11. The property of the Hirer and Hirer's agents must be removed at the end of the period of hire. The City of London accepts no responsibility for any property left on the venue before, during or after hire period.
12. The Hirer must ensure that adequate parking arrangements are made for vehicles. Parking is restricted to areas set aside within the site plan and with the prior approval of The City of London. Any parking to highway areas is covered by traffic regulations and non-compliance may result in parking fines.
13. The Hirer is required to comply with the *Town and Country Planning (Control of Advertisements) Regulations 1992*, whereby unauthorized advertising, including "fly posting", is an offence and therefore strictly forbidden.
14. Food preparation on site is not permitted unless in a fully certified catering facility. Picnics, buffets etc. must be at no charge. Any food charged for must be through a certified catering facility.
15. The Hirer is responsible at all times for the organisation and smooth running of the event.
16. Temporary structures must be constructed of sound materials, be stable and be suitable for their purpose. The Hirer will be responsible at all times (day and night) for the security and supervision of these structures.
17. The Hirer must ensure that the byelaws are complied with at all times other than by agreement with The City of London
18. The City of London reserves the right to terminate the hiring if details are not submitted, if there is a breach of any of the foregoing conditions, or if the arrangements are deemed unsatisfactory.

The City of London protects and manages 14 green spaces in and around London.