



Open  
Spaces

Registered Charity

# Open Spaces Departmental Events Policy Part Two West Ham Park

---

# Contents

---

Policy Statement.....	3
Introduction .....	3
Legislative background .....	3
Event Locations .....	3
Timing and Frequency .....	3
West Ham Park Event Group .....	4
How we make decisions .....	4
Applications timescale .....	4
Licenses.....	4
Insurance .....	5
Charges for the financial year.....	5
Event fees.....	5
Damage deposit and reinstatement fees .....	6
Terms and Conditions of Hire .....	8
Cancellation fees .....	10

Appendix 1-Events Application Form

Appendix 2 - Site availability map

# 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 West Ham Park only.

Applications for filming, photography, fitness clubs etc should be completed on a separate, appropriate licence application form.

## Introduction

---

West Ham Park serves a diverse local community, is open every day of the year and is carefully maintained by a dedicated team of park keepers and gardeners.

The Park is the largest park in the London Borough of Newham and has been owned and maintained by the City of London Corporation since 1874. The Park is a registered charity (No. 206948) of which the City of London Corporation is the trustee. Over £1m annually is provided by the City of London to support this 77-acre (31.1 hectare) Green Flag award-winning space. The Park provides a pleasant and relaxing environment for over one million visitors a year, and where people feel welcome and safe in a park that is ranked as the most popular in East London.

West Ham Park offer a varied programme of events throughout the year, from weekly guided health walks to children's summer entertainment and has sports facilities including twelve tennis courts, cricket facilities and football pitches.

## Legal background

---

Unlike the other City Open Spaces included in Part One of the Events Policy, West Ham Park is not covered by the provisions of the City of London Corporation (Open Spaces) Act 2018. This is primarily because West Ham Park is not subject to the same statutory restrictions as to its use. However, as a registered charity, West Ham Park must be managed in accordance with its governing documents, being a conveyance of 20 July 1874 and Charity Commission Schemes dated 12 May 1981 and 27 September 1991, as well as general charity law.

The objects of the West Ham Park charity are to for ever maintain and preserve the Park in a proper and ornamental condition as open public grounds and gardens for the resort and recreation of adults and as a playground for children and youth. The 1874 conveyance includes express permission to:

- erect on any part of the Park places for the sale of refreshments and an orchestra for the use of musicians and to apply any income derived therefrom towards the general expenses of the Park.
- regulate the days and hours during which, and the parts of the Park in which, music is permitted.

- close the Park or any part of it to the public for up to 10 days per year and charge, or allow others to charge, for admission.

West Ham Park is also subject to some express statutory provisions. For example, under section 76 of the Public Health Acts Amendment Act 1907 (as amended by section 56 of the Public Health Act 1925 and applied to West Ham Park by section 4 of the City of London (Various Powers) Act 1933) the City of London Corporation may:

- Set apart any part of West Ham Park as may be described in a notice board in some conspicuous position for the purpose of any game or recreation, charge reasonable sums for its use and exclude the public from the part set apart while it is in actual use for that purpose.
- Provide any apparatus for games and recreations, and charge for their use, or let the right of providing any such apparatus to any person for up to three years.
- Place, or authorise any person to place, seating in West Ham Park and charge for, or authorise any person to charge for, its use.
- Provide and maintain pavilions or other buildings and conveniences and to charge for admission.
- Provide and maintain refreshment rooms in West Ham Park, and either manage them themselves or let them to any person for up to three years.

Regard must also be had to the byelaws that apply in West Ham Park which can be found at <https://www.cityoflondon.gov.uk/things-to-do/green-spaces/west-ham-park/Documents/west-ham-park-byelaws.pdf>.

## Event Locations

---

The number, type, frequency and location will be considered for every application to ensure the ecology and environment of the location is not harmed. Seasonality and special designations may restrict events in some locations. Where necessary professional advice from Ecologists and/or Arboriculturalists will be sought as part of the application process.

Suggested event locations are provided on the attached West Ham Park map at Appendix 2 but to summarise consist of

- Winter hire area: cricket pitches and tennis court areas
- Summer hire area: Football pitches areas
- Minor and small events only: The ornamental gardens due to their size and nature are only suitable for small and minor events.

## Timing and Frequency

---

Local conditions will apply – please see site appendices.

## West Ham Park Event Group (WHPEG)

---

The WHPEG meets monthly to consider all event applications received that month, ensuring a fair and structured evaluation of each on a case-by-case basis.

## How we make decisions

---

Once the WHPEG has considered the application, one of the following outcomes will be determined. Applications may be:

- recommended for immediate approval.
- 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.

## Applications timescale

---

Event applications must be received within the lead in time stipulated below. Should applications not be received within this window, event requests may be declined

Scale	Daily anticipated attendance	Application to be received prior to event day	Application Deadline
Minor	1 – 49	At least 3 weeks	None - rolling application process  Note – See site descriptions for maximum numbers
Small	50 – 499	At least 8 weeks	
Medium	500 – 1999	At least 3 months	
Large	2000 - 4999	At least 6 months	
Major	5000 plus (eight days max)	At least 12 months	

## Licences

---

Your event may require a Premises Licence or Temporary Event Notice which is granted by the relevant local authority. It is the event owner's responsibility to apply for any local authority licences that may be required.

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. For information contact:

Newham Licensing  
1st Floor Town Hall Annexe  
330-354 Barking Road  
East Ham  
London  
E6 2RT

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 £5 million 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 Documentation

---

You will be required to provide a range of plans and documents relating to your event such as an Event Management Plan including Health and Safety Policy, Method Statements, Emergency Plans, Risk Assessments (complying with the requirements of CDM Regulation 2015 where applicable), Traffic Management Plans, and food hygiene ratings for any food concessions.

## Charges for the current financial year

---

It is recognised that events are rarely straightforward and will need to be considered on a case by case basis. We will be able to calculate your event charge when we have received your event application form.

## Event fees

---

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. The general principles below apply to all applications.

**Application Fee:** A non-refundable application charge will apply for all event applications to cover the administrative costs of determining events.

**Deposit:** 25% of the hire fee will be invoiced when event has outline approval from The City of London subject to statutory licence approvals, thus reserving the location and date. If any required licences are not approved and the event does not proceed, then the deposit is forfeited.

**Remediation deposit:** The type and size of the event and consideration of any potential remediation works will be relevant to the deposit required. The deposit will be used to fund any restoration works following an event and any additional costs incurred by the City of London due to the event, for which the organiser did not pay a charge. This will be charged at a minimum of 20% of the hire fee.

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. Likewise, if the number of attendees on the day exceeds those applied for, you will be invoiced at the relevant hire fee.

**Hire fee:** Dependent on size and duration, this fee will have to be paid prior to the event. Payment must be received at least 1 month prior for minor to medium sized events and at least two months in advance for large and major events.

Non event days i.e. set up day is charged at 15% of the basic fee and payable with the hire fee

**Service charges:** Events requiring the use of specific facilities must pay for these in addition to the above charges. Up to a maximum of 2 on-site meetings with City Corporation staff are covered within the processing and hire fees. Further attendance at meetings and on-site attendance may be charged, particularly if outside of normal working hours.

		Charity / Community events 2019/20		Commercial/Corporate events 2019/20	
Scale	Daily anticipated attendance	Application fee	Hire fee	Application fee	Hire fee
Minor	1 – 49	£25	up to £250	£50	Up to £500
Small	50 – 499		£325		£650
Medium	500 – 1999		£975		£1,950
Large	2000 - 4999		By negotiation		By negotiation
Major	5000 plus (eight days max)		By negotiation		By negotiation

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. Events requiring the use of specific facilities must pay these in addition to the above charges:

Facility	Type	Fee applicable
Water	Use of building water supply or stand pipe (limited locations)	£50 per day
Electricity	Use of The City of London supplies (limited locations)	£50 per day
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.	Park Keeper or officer Team Leader Park Manager	From £27 per hour From £34 per hour TBC  Plus VAT at the current standard rate

# 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 water-weighted 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 open spaces unless specifically permitted and with a separate charge
  - Use petrol operated generators
  - Shall not deliver any public speech, sermon or address
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 £3,000,000 per event, subject to size and activity and in such terms as may be approved by The City of London which must be evidenced
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 authorised to appear at the event.
9. The Hirer is responsible for financing the reinstatement of the site allocated, site clearance 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. 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 from the damage deposit. 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 of London reserves the right to cancel forthwith the holding of any event in the occurrence 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.
11. 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 hire charge (with the exception of the administration fee which is non-refundable). It is therefore advised to take out separate event insurance. The City of London 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 this clause 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.

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 on behalf of the event:

#### Cancellation Period

Scale	Total anticipated attendance	Notice given for Cancellation	Refund
Minor	1 – 49	Any period	Full refund *
Small	50 – 499	At least 4 weeks	Full refund*
		Less than 4 weeks	Minus 25% of deposit
Medium	500 – 4999	At least 2 months	Full refund*
		Less than 2 months	Minus 25% of deposit*
Large	5000 plus	At least 4 months	Full refund*
		Less than 4 months	Minus 50% of deposit*
		Less than 4 weeks	Minus 100% of deposit*

\*minus application fee and expenses

- 12.** 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.
- 13.** The Hirer must ensure that adequate parking arrangements are made for vehicles. Parking is prohibited in the Park unless previously agreed. Any parking to highway areas is covered by traffic regulations and non-compliance may result in parking fines.
- 14.** The Hirer is required to comply with the *Town and Country Planning (Control of Advertisements) Regulations 1992*, whereby unauthorised advertising, including "fly posting", is an offence and therefore strictly forbidden.
- 15.** 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.
- 16.** The Hirer is always responsible for the organisation and smooth running of the event, its security and stewarding as appropriate.
- 17.** Temporary structures must be constructed of sound materials, be stable and be suitable for their purpose. The Hirer will always be responsible (day and night) for the security and supervision of these structures.
- 18.** The Hirer must ensure that they comply with the West Ham Park byelaws

- 19.** 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.

## West Ham Park Events Application Form

---

The City of London Corporation is a data controller, and processes the personal data you provide, in accordance with the General Data Protection Regulation and the Data Protection Act 2018. For full details of how and why the City of London Corporation processes personal data, please refer to the full privacy notice, along with the relevant departmental layers, available at [www.cityoflondon.gov.uk/privacy](http://www.cityoflondon.gov.uk/privacy), or contact us to request a hard copy.

Name of event	
Proposed location (please describe, add plan or use grid reference to be as clear as possible)	
Event dates and times (excluding preparation/ dismantling days)	
Preparation / set up and dismantling days	
Has the event been held previously? If yes provide details	

### Contact Details

Name of organisation	
Nature of organisation	Registered Charity
	Not for profit constituted organisation
	Individual
	Commercial company
Company or Charity Registration Number	
Company website:	
Name of main contact	
Address	

Invoice address (if different from above)	
Telephone number - landline	
Telephone number - mobile	
Email address	
Event public enquiries number	

### Event Details

Brief description of proposed event	
Admission price (£) (if applicable)	
Name of charity/fundraising project and full details of beneficiary of proceeds. Name all beneficiaries if more than one (For charity/fundraising event only)	
Will all income raised go to the charity/project named above? If no, please give details (proof may be required)	
Date and time to enter site for preparation	
Date and time the site will be vacated after the event (when all equipment has been removed)	
Maximum number of people expected to attend at peak time	

Overall expected attendance	
How is your event to be funded, particularly up-front costs?	

## Activities

<p><b>Description of Activity</b></p> <p>Please include activities, stalls and other structures. It may be easier to attach a full programme of activities to this application.</p>		
<p>Will there be any of the following activities? Several of these activities will require a licence or permit. Further charges may apply to some activities</p> <p>If yes, please give further details. We will then advise you on further permissions needed – many of which will need to be obtained from the relevant local authority</p>		
Site Setup	Barriers/fencing	Yes/No
	Portable staging	Yes/No
	Portable generator (diesel only)	Yes/No
	Stewarding and security	Yes/No
	On site communication e.g., radios	Yes/No
Marquees		Yes/No If yes, please give number and sizes
Domestic gazebos		Yes/No If yes, please give numbers
Live Music or Entertainment		Yes/No
PA System		Yes/No
Recorded music/sound		Yes/No
Dancing		Yes/No
Performance of Plays		Yes/No
Films		Yes/No
Fireworks / Pyrotechnics		Yes/No

Carnival / Procession	Yes/No
Fairground equipment	Yes/No
Bouncy Castle	Yes/No
Animals – Horses, Donkeys, Birds or other animals	Yes/No If yes, please give details
Alcohol	Yes/No
Catering for public consumption	Yes/No There are additional charges for Catering units that are not incorporated as part of an event package (e.g. running events) or are an excessive number for the event
Waste disposal	Please describe the method to be used to keep the area free of litter and refuse. All waste must be removed from within and immediately outside West Ham Park by the end of the event.
Do you require power?	Yes/No If yes, give details of how you intend to supply it / where you would like to source power from
Do you require water?	Yes/No If yes, give details of how you intend to supply it / where you would like to source it from and drainage points/methods
First Aid	What first aid cover will be provided and who will provide it?
Toilet Facilities	Do you wish to use public toilet facilities? Please state which
	How many temporary toilets will you bring onto the site?  You are required to ensure that toilet facilities are adequate.
How will you actively encourage people to travel	Please give details

sustainably?	
Will you require vehicle access at the event?	Yes/No If yes, please detail the number and type of vehicles
	Approximately how many vehicles will be attending the event?
	How do you propose these vehicles will be parked?
	How do you intend to manage the parking of these vehicles? Will you have signage and/or Parking Attendants?
Will the event be accessible and open to all?	Yes/No Under the Equality Act (2010) you must not discriminate on the basis of race, colour, ethnic or national origins, religion and belief, gender, sexual orientation or marital status and disability or age.
Do you require on site advertising? If so, please state where and how and by when the material will be provided.	Yes/No Please note that flyposting in the Park and surrounding local authority areas is not permitted. Your deposit may be forfeited if we must remove unpermitted posters or banners. There may be additional charges for signs.

Note:

If any of these details 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

#### Declaration

Please tick to confirm that you have plans & procedures in place to deal with the following (where necessary):

Event communications		Transport (including parking)	
Security & stewarding		Toilet & drinking water provisions	
Crowd management		Food safety	
Emergencies		Waste management & recycling	
Fire		Environmental impact	



First aid		Disability compliance	
Lost children & vulnerable adults		Equal opportunities	

More information can be found <http://www.londoneventstoolkit.co.uk> Copies of these must be supplied at least four weeks prior to the event.

Please confirm that the following documents are either attached to your application or will be provided at least four weeks, or eight weeks for a large event prior to the start of your event. Failure to comply may result in the City of London refusing to grant permission for your event.

	Attached	To Follow	N/A
Risk assessment / emergency plan			
Copy of your Public liability Insurance			
A site plan / route map			
A programme			
Catering certificates and licences			
Noise management plan			
Copy of Charitable or not for profit constitution and evidence of organisation bank account with minimum of 2 signatories (if applying for charity discounted rate)			

By returning this form, I confirm that I have read and accepted the Terms & Conditions of Hire. I apply for permission to hold the event as described in this application form. I confirm that the information provided is correct and will inform The City of London if the details change.

Signed (not essential on emailed documents)	
Mobile Tel:	
Email:	
Print name	
On behalf of (organisation)	
Date	

Please keep one copy and email or return this form together with your supporting documentation to:

City of London Corporation  
 Superintendent's Office, West Ham Park  
 Upton Lane,  
 London E7 9PU  
[parks.gardens@cityoflondon.gov.uk](mailto:parks.gardens@cityoflondon.gov.uk)

For office use only	
Date received:	Application checked:
Date of review:	Documentation checked:
Date of decision:	Date of invoice

# Appendix 2

## West Ham Park site hire availability map

