

# **City Gardens Events Policy 2018**

#### 1. INTRODUCTION

The City of London Corporation has around 200 areas of planting and green space within the Square Mile creating a network of gardens, planting areas and churchyards of which the City Gardens team undertake the management and care.

The City Gardens provide a much-needed oasis of calm to be enjoyed by residents, workers and visitors alike as well as providing important habitat for wildlife within the urban landscape.

The City of London Corporation acknowledges the value and benefit of outdoor events. Diverse and well-designed events can provide a vital element for the City of London's cultural offer. However, the City Gardens are largely open space to be enjoyed as such by the general public and proposed events need to be appropriate to maintaining the character of the City Gardens as open space.

This policy has been developed to encourage the appropriate use of the City Gardens and assist the City Gardens team in providing high quality urban green spaces that reflect and benefit the local community it serves.

#### 2. AIMS

It is intended that this policy will:

- Streamline the event application process providing a clear framework for making decisions about staging events in the City Gardens.
- Assist event organisers and user groups in making applications to hold events in the City Gardens.
- Facilitate events that are appropriate to the character and size of the City Gardens as open space and which are: high quality, safe and environmentally sustainable.
- Facilitate engagement, recreation and enjoyment for local communities and other City Garden users while balancing the interests of residents, businesses and stakeholders.
- Ensure all events are run effectively and comply with relevant legislation and Byelaws and align with strategic policies.

- Encourage events that have strong community benefit and engagement offering a diverse range of community events with wide appeal for local communities.
- Ensure that events are well planned and have comprehensive and appropriate environmental protection and insurance and liability measures in place.
- Ensure the protection of the historic and natural environment and the biodiversity at our sites.
- Generate income that can be reinvested back into the gardens to enhance and protect the infrastructure.
- Protect the reputation and promote a positive image of the City of London Corporation.

# 3. LEGISLATIVE AND STRATEGIC CONTEXT

This policy takes into consideration the overall strategic priorities of the City of London Corporation, as well as the City Gardens Management Plan, City of London Open Space Strategy and the City's Biodiversity Action Plan.

There is a variety of legislation pertaining to the management and use of the City Gardens within the Square Mile. Many sites are subject to their own Byelaws, founding legislation or maintenance agreements which set out the City of London Corporation's powers and duties.

Byelaws can prohibit certain activities and uses from taking place within some City Gardens. Where they apply, we will advise you when you make your initial enquiry or application whether Byelaws will affect your proposed event. Please contact the City Gardens office for further information regarding these restrictions. parks.gardens@cityoflondon.gov.uk

The City Gardens team will assess applications against planning and highways legislation and policy to ascertain whether other permissions or licences may be required.

Some green spaces in the City are disused churchyards which the City of London Corporation may manage and/or own, or ownership may lie wholly or partly with third parties. Particular policies or restrictions may apply in the case of churchyards and event organisers may be required to seek further advice or approvals from other City of London Corporation Departments or from church authorities.

Some City Gardens are jointly owned or managed. Applications for events in churchyards or sites that are managed by, through or in conjunction with third parties will be considered through a joint approval process.

## 4. OPEN SPACE

The City Gardens are largely open spaces to be enjoyed as such by the general public. Save in exceptional circumstances, proposed events will not be permitted where the general public are excluded from using the whole of any open space for

the duration of the event. In exercising its discretion to permit such events (where appropriate), the City Gardens team will take into account: the nature and length of the event, the size of the individual site and the proximity and suitability of alternative provision.

#### 5. EVENTS COVERED BY THIS POLICY

This policy applies to all events which are held in the City Gardens where the permission of the City of London Corporation is required.

The Policy covers a range of event types, recognising that some City Gardens may be inappropriate for some or all events due to their size or other constraints.

The majority of City Gardens are less than two hectares in size and therefore can only accommodate small events, performances and activities.

Small Events are small-scale events where the number of attendees and/or activities proposed do not restrict, or minimally restrict the use by members of the general public of the City Garden.

Applicants must state whether their event is private, community, charity, photographic, commercial or corporate as this may affect the fees and charges applied to the event. Details of charges are provided at Appendix 2.

None of the gardens are licenced for weddings/civil partnerships. However, a number of the gardens are suitable for small wedding/civil partnership celebrations or wedding and engagement photographs.

None of the gardens have toilets that are available to the public. If required, provision for these will need to be organised and paid for by the event organiser.

Parking restrictions apply throughout the City and there is limited available parking near to most of the City Gardens.

#### 6. TIME RESTRICTIONS

Some City Gardens have restricted opening hours. Due to the nature, use and setting of the City Gardens events should be carried out within normal opening times, which can vary according to the time of year.

# 7. ADVERTISING

Where the City, as owner of the City Garden, is minded to allow advertisements to be displayed, permission will depend on the type and historical infrastructure of the site. Advertisement Consent will also be subject to advice from our Planning Department and may require Express Consent under the Town and Country Planning (Control of Advertisements) Regulations. The following is intended as a guide (and for further information please contact the City of London Planning Department):

The maximum size of a poster is A2 (420 x 590mm).

- Posters may be placed on either side of an entrance where railing or fencing allows. Posters may be displayed in permanent cabinets, where available, with the City of London Corporation's prior consent.
- Banners will not be permitted.
- Any displays must have all necessary Advertisement Consents issued by the Planning Department before the advertising is displayed.

If these conditions are not complied with, signs and advertisements are liable to be removed. The cost of this removal will be deducted from any refundable deposit paid. Bill posting on highway verges, fences, highway barriers, street or park furniture or vacant premises is not permitted within the City of London.

Any poster and details of proposed poster locations should be submitted as part of the event booking form and agreement to the form and location of the same will be subject to the City of London Corporation's agreement to the event.

Organisers of events who are granted final permission will be entitled to advertise their event on the Events page on the City of London Corporation's website.

# 8. LICENSING

Some activities related to an event, subject to any applicable Byelaws or other restrictions, will require a licence, these include:

- The sale of alcohol;
- The sale of food and drink:
- Performing amplified music;
- Theatrical and dance performance; and
- Charity collections.

Further information can be found on our website:

 $\frac{http://www.cityoflondon.gov.uk/business/licensing/alcohol-and-entertainment/Documents/Statement%20of%20licensing%20policy%20text%20only.pdf$ 

# 9. TEMPORARY EVENTS NOTICE (TEN)

A Temporary Event Notice (TEN) will be required to enable alcohol to be sold at an event. Please note that TENs are restricted to attendances of 499 people or less and there is a limit on the number of TEN's notifications each venue can be granted each year. Event organisers need to formally notify the City of London Corporation if they are holding a licensable event. Any premises (including any open space) may be given up to twelve (12) TENS notifications per calendar year. Each notification can be for a period of up to seven (7) days but the total number of days the subject of notifications per annum, may not exceed twenty-one (21) in total. Full details are available on the City's website.

See website for further information:

http://www.cityoflondon.gov.uk/business/licensing/Pages/default.aspx

#### 10. TEMPORARY STREET TRADING

The City of London (Various Powers) Act 1987 permits temporary street trading to take place in accordance with a licence.

Where permission for an event has been given in accordance with this Events Policy associated street trading may take place. The area of permissible street trading for the duration of the event will be designated on an approved plan. Legal trading from private land is unaffected by these provisions, however planning permission may be required in certain locations.

#### 11. EVENTS WHICH WILL NOT BE GRANTED PERMISSION

Applications for the following type of events will be refused:

- Any event which contravenes Byelaws specific to the garden or any other legislation or regulation;
- Political campaigns or rallies;
- Events associated with extremist organisations or proscribed organisations;
- Events which could damage the reputation of the City of London Corporation;
- Events which could be damaging to community relations;
- Any event which is considered discriminatory on the grounds of race, religion, gender, sexual orientation or disability. This aspect will specifically include any ticketed event where any of groups or individuals affected by the above are excluded or refused entrance;
- Boxing/wrestling or gaming events (which includes any form of gambling);
- Events considered to have a detrimental impact on the 'normal use' of the City Garden;
- Any event which is refused support by any of the Emergency Services;
- Any event which is likely to have an unacceptable impact on the City Gardens infrastructure and biodiversity of the selected site;
- Any event for which the organiser has not provided adequate documentation;
- Any event where there is a risk of serious injury or ill health to participants, contractors or members of the public, and when measures to reduce risk to an acceptable level are either not available or are not proposed by the event organiser; and / or
- Any event where there have previously been problems (sometimes, event applications may be received from people who have run events badly in the past, or where there are still fees outstanding). These may be identified at the initial application stage and may prevent an event from proceeding any further.

It must be noted that the holding of events in the City Gardens is entirely at the discretion of the City of London Corporation which retains the right to decline any application for any reason.

#### 12. APPLICATION REQUIREMENTS FOR EVENT ORGANISERS

#### **Events must:**

- Be appropriate to the character, size and local environment of the City Garden and surroundings.
- Not damage the historic and biodiversity value of the City Garden.
- Comply with relevant legislation, Byelaws and policies.
- Not significantly impair the public use and enjoyment of the City Garden.
- Not financially impact the City of London Corporation unless otherwise specifically approved in writing by the City of London Corporation.
- Be carried out strictly in accordance with any City Gardens or other approvals granted.

# **Amenity impact**

Events (whether individually or taken with other events) must not cause material damage to the amenity of the City Garden or significantly impair public enjoyment of it or cause unreasonable disruption to residents or business in the vicinity.

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

- No more than one (1) event will normally be approved on the same day in any garden; and
- ii) The overall number of events approved throughout the year will be managed to maintain a balance between general public access, maintenance needs and structured access for event purposes to City Gardens.

Should multiple applications be received for the same garden on the same date, one or both of the organisers may be offered an alternative date or garden.

# Historic and environmental protection

Events must not cause damage to ecology, landscape, fauna and flora of the City Garden. Location, duration and timing of events will be restricted in order to protect the environment of the City Gardens.

# Scheduled Ancient Monument:

Where the garden forms part of a Scheduled Ancient Monument and has statutory protection, no activities will be permitted that would affect or cause potential disturbance or damage to or negatively affect its Scheduled status. This includes proposed work to any structures or surroundings or any intrusions into the ground. It is a criminal offence to destroy or damage a Scheduled Ancient Monument whether intentionally or through recklessness. It is also a criminal offence to carry out or to permit others to carry out unauthorised works to a Scheduled Ancient Monument.

Listed Build	4 · M ~ M ·

<sup>&</sup>lt;sup>1</sup> i.e. works undertaken without Scheduled Monument or Class Consent

Where a garden contains Listed Buildings, no works will be permitted that would affect or cause potential disturbance or damage to the Listed Building. Carrying out unauthorised<sup>2</sup> works to a Listed Building is a criminal offence.

# **Health & Safety**

The event organiser is responsible for the safety of the event. Event organisers must assess the health and safety risks of their proposed activities and ensure that, as far as reasonably practicable, people setting up, breaking down and attending the event are not exposed to risks to their health and/or safety. A presite visit will be essential to assess the hazards within the garden in relation to the activities.

Further information is available on the Health and Safety Executive website. http://www.hse.gov.uk/event-safety

Certain events may require fire risk or other risk assessments to be carried out.

When selecting food businesses for an event, event organisers will ne to be able to demonstrate that they have ensured that the business has been registered by its operator as a food business. Organisers are also advised to ask for and take into consideration the food hygiene rating achieved at the business's last local authority food hygiene rating inspection.

For some events evidence of safety test certificates will be required for equipment such as bouncy castles, mini-marquees, etc. Sub-contractors engaged by organisers also have health and safety responsibilities and must provide to the City all relevant documentation on demand.

Where the garden is also a disused churchyard, other conditions may apply and special care may need to be taken with regard to memoria<sup>3</sup>. A risk assessment may also be required. Advice should be sought from the church authorities where relevant.

# **Cost to the City of London Corporation**

No costs should result to the City of London Corporation by reason of the event, unless specifically approved in writing in advance by the City of London Corporation. Event organisers should therefore be clear that all associated event costs, for example waste management, are met by the event organiser. This will include the costs of cleansing and dealing with litter affecting adjoining property or the adjoining highway. Where additional waste management issues arise or the organiser would like to use one of our services, full cost recovery is required by the City of London Corporation for the use of the service. Invariably, the City of London Corporation's own waste service is used at events as we are confident with the quality of the service they provide. This is also the case with our Environmental Protection (noise) team.

# Compliance with local Byelaws and legislation

<sup>&</sup>lt;sup>2</sup> i.e. works undertaken without Listed Building or Conservation Area Consent

<sup>&</sup>lt;sup>3</sup> i.e. tombs headstones, plaques

Due to restrictions governing many of the City Gardens under relevant Byelaws and other legislation you must check, by way of request in your application, if you wish to do any of the following:

- Bring vehicles into the garden/open space;
- Bring equipment or infrastructure into the garden/open space (i.e. gazebos, mini marquees, tables and chairs);
- Play music, amplified or not;
- Display signs or banners;
- Sell items/goods;
- Sell food and drink or alcohol; and/or
- Play games.

# All event organisers are expected to:

- Clear away all items and equipment after the event;
- Remove all litter:
- Adhere to the route and area of the site agreed;
- Be covered by Public Liability insurance with cover of at least £5 million per incident. (Organisers of private/family celebrations may find that this is included as part of their household policy);
- Ensure that children (or vulnerable persons) participating in the event are supervised at all times by a competent adult or carer;
- Provide adequate stewards if required. For example, sponsored walks will be expected to provide stewards along the route and at road crossings; and
- Make arrangements for first aid.

#### **Event organisers must not:**

- Fix items to trees, railings, fences or any other structures in the City Garden;
- Drive stakes into the ground;
- Aside from approved food concessions; cook or barbecue any food, or light fires or flaming torches;
- Leave items or equipment unattended;
- Hand out literature at an event, unless special permission has been given;
- Solicit donations from garden visitors i.e. bucket collections or similar; (charitable collections require the grant of a licence and the Terms and Conditions of any granted Licence must be adhered to).
- Release balloons or confetti;
- Stage pyrotechnic displays;
- · Disturb wildlife:
- Climb, or allow others to climb on, statues, monuments, trees or infrastructure;
- Move benches, fixtures and fittings; and/or
- Allow vehicles into the gardens without prior written permission from City Gardens

#### 13. EVENT APPLICATION

A comprehensive application vetting and approval process is intended to ensure that events are not approved or staged until all conditions and criteria have been properly met.

An applicant having held a previous event should not presume that subsequent events will similarly be approved.

# **Event Application Form**

An event application form is provided at Appendix 1 of this Policy. All relevant sections of the form must be completed by the event organiser and returned to either <a href="mailto:parks.gardens@cityoflondon.gov.uk">parks.gardens@cityoflondon.gov.uk</a> or to the postal address given on the form.

If you are applying on behalf of a company, charity or community group, please state the name of your organisation and the name of the person who is organising the event. At a later date we will require contact details of the individual who will be responsible during the event or activity.

It is advisable to submit your application as early as possible for summer events as these dates are particularly in demand and availability is limited.

The fully completed event application form must be received **eight (8) weeks** prior to the event date to allow for the consultation and approval process to be completed. Should an application not be received within this period, it may be declined.

Commercial or corporate event organisers must include their non-refundable application fee payment with their form.

#### Consultation

Depending on the size, type and impact of the event consultation may be required. This will include some but not necessarily all of the following stakeholders; garden user groups, garden staff, Ward Members, residents, local businesses, churches, the City of London Police, Environmental Health, Pollution Control Team, Licensing and Planning departments and the Open Spaces and City Gardens Committee.

#### **Event Management Plan**

Event organisers must develop and submit an Event Management Plan with their application. This plan together with the application form must demonstrate that each of the requirements within this Policy will be met.

#### 14. DECISION AND ASSESSMENT PROCESS

City Gardens Support Officer (CGSO)

The event application and supporting information is to be sent to the CGSO. An initial assessment will determine whether the application is complete and consistent with policies and legislation and appropriate for further consideration.

Small photography events will be determined by the CGSO; all other events will be considered by the City Gardens Event Group (SGEG) at their next group meeting.

# **City Gardens Event Group (CGEG)**

The CGEG was established to consider and provide recommendations on applications where events are likely to cause minimal impact or issues to the City Gardens or the community. CGEG meetings are held monthly.

The CGEG will consider the application in accordance with this Policy and either grant or refuse permission.

CGEG decisions will take account of the frequency and timing and impact of events to ensure that they are spread throughout the summer wherever possible. A site visit to assess the appropriateness of the site for activities associated with an event may be required.

If the CGEG is satisfied that your event can proceed, we will write to you giving permission. The permission letter and licences issued must be signed and returned to the City Garden team as indicated in the letter who will return a signed copy to you. The signed copies must be carried with you on the day of the event and made available should you be asked by a member of the City Gardens team or the City of London Police to show them.

The CGEG can in its discretion make recommendations to the Safety Advisory Group (SAG) and to Open Spaces Committee (as appropriate) whether to grant or refuse permission.

# The City of London Safety Advisory Group (SAG)

The SAG was established to provide a forum for all stakeholders, both internal and external, including all emergency services, to offer expert advice and provide guidance to event organisers. Only those event organisers who are planning events which have the potential to cause significant community impact or safety issues may be invited to attend SAG. At any time, SAG can refuse permission an event. SAG meetings are arranged quarterly.

# **Open Spaces & City Gardens Committee**

Events of significant size or impact may be presented to Open Spaces & City Gardens Committee for them to make a decision on whether the event should be held or not. The committee's views on the event will be final.

### **Further requirements**

At any stage of the assessment process further information may be sought from the event organiser. Requests will be made in writing to the event organiser with a request for further details and/or additional documentation and a specified deadline given for their production.

# 15. APPEALS

Appeals from decisions of the CGSO or CGEC must be submitted in writing to the City Gardens Manager within seven (7) days of a refusal notice being issued. If refused, one (1) further appeal may be submitted within twenty-one (21) days of the appeal decision notice, to the Superintendent of Parks and Gardens, whose decision will be final.

Decisions of SAG or Open Spaces Committee cannot be appealed against.

#### 16. CONCERNS

Residents wishing to express a concern while an event is taking place should contact the City Gardens Office on 020 7374 4127 or <a href="mailto:parks.gardens.@cityoflondon.gov.uk">parks.gardens.@cityoflondon.gov.uk</a>. Outside office hours there will be an answering service. For noise complaints please call 020 7606 3030, or email <a href="mailto:publicprotection@cityoflondon.gov.uk">publicprotection@cityoflondon.gov.uk</a>

#### 17. FEES & CHARGES

A Fees and Charges structure for events in City Gardens (see Appendix 2) has been benchmarked against prices charged by other equivalent London Boroughs. The Fees and Charges schedule will be reviewed annually. In addition, the City of London Corporation reserves the right to vary any proposed entrance fees set for commercial events by their organiser(s) where the City Corporation considers that they are excessive.

#### Application fee

A non-refundable application fee for corporate events will be payable.

Once your application form is received you will be sent an invoice for the application fee. The application will not be processed until payment has been received.

See Appendix 2 for the scale of fees.

#### 18. EVENT CATEGORIES

# 1. Community Events

A community event, is one organised by community groups or volunteers. There should be no entrance fees charged by such organisers. No advertising or other commercial benefit opportunities can be provided to any profit making business or organisation. The organiser will be asked to confirm that they are not profiting

from allowing third party contractors, e.g. commercial stallholders, to attend their event.

The City of London Corporation has links with a number of different garden user groups who help oversee the maintenance, development and enjoyment of our gardens. These volunteer groups hold a number of events throughout the year and in recognition of the invaluable role played by them hire fees will not be charged by the City of London Corporation for such events.

# 2. Charity Events

Charities must be able to provide a UK registered charity number and demonstrate that all income from the event will be used for the purposes of the charity.

### 3. Commercial Events

These are defined as events which are intended to generate a profit and at which an entrance fee may be charged by the organisers.

# 4. Corporate Events

Corporate events are events organised by businesses for activities such as team building, brand events, VIP functions and incentive events.

#### 5. Private Hire

These may include family occasions, private parties and other personal events, and will be assessed on a case-by-case basis. Events of this type will normally be small scale, up to approximately 50 guests. The erection of small marquees (water ballast only) or temporary enclosures/ shelters may be appropriate (where not otherwise prohibited e.g. under relevant Byelaws) providing these structures do not obstruct the enjoyment and use of the City Garden by other garden users.

# 6. Public Art Installations and Performance

These are short and long-term art installations and/or performances which are open and free for the general public to engage in. Event organisers will also need to submit a separate application to the City Arts Initiative Panel for assessment.

# 7. Weddings/civil partnerships

A number of the gardens are suitable for small wedding/civil partnership celebrations.

# 8. Photography

Pre-arranged or professional photography shoots.

#### 9. Ticketed Events/ Entrance Fees

Where an event is ticketed or an entrance fee is charged by the organisers, the City of London Corporation will make an additional charge of 15% of the total anticipated sales in addition to the hire fee.

#### 10. Exercise Classes

Exercise classes are not considered an event and will be dealt with outside of this policy. Anyone wishing to organise exercise classes within City Gardens spaces must contact City Gardens team.

#### 11.Other Events

The fee for any events that do not fall into any of the above categories will be considered by CGEG on a case by case basis and an appropriate fee determined.

#### 19. FEES AND DEPOSITS

#### **Hire Fees**

Are detailed in appendix 2

# **Deposit**

A refundable deposit may be required, this will be determined by the CGEG. Once an event is approved and the organiser advised of the hire fee, a deposit payment of £500, or 25% of the hire fee, whichever is greater, will be required prior to the event. This amount will be refunded following payment of the hire fee for the event. Payment of the deposit secures the booking and until this fee or the total hire fee is received the allocated garden will remain available for hire by other users.

#### **Damage Deposit**

In addition to the hire charge, events that are assessed to have potential risk to the physical environment of the City Garden may attract a damage deposit. This additional deposit must be paid a minimum of **ten** (10) working days before the event date and will be used to fund any renewal or repair for damage caused by the event. Should funds remain after any renewal or repairs are completed, the remainder will be refunded to the event organiser.

The damage deposit is usually £500 or 25% of the hire fee whichever is the greater. CGEG reserves the right to apply a higher fee if it considers the event presents a higher than normal risk.

Where the deposit proves to be insufficient to pay for damage caused, the organiser will remain liable for all additional costs.

# Full payment

Full payment of all fees in cleared funds must be made a minimum of **ten** (10) working days before any event takes place.

#### 20.WASTE

# **Waste Management Conditions**

The event organiser is responsible for clearing their waste from the site.

Where this is not feasible the costs of waste management at the event site will be assessed to determine the appropriate cost for clean-up by City Gardens staff or a City of London Corporation subcontractor.

Waste management in the City Gardens after events can absorb considerable resources. Where an event is expected to generate substantial waste the event organiser will be required to either:

- Use a professional licensed waste management service provider and show prior evidence of payment for their services, or
- Use the City of London Corporation's waste management service (preferred).

Any waste management following an event not using the City of London Corporation waste management service must be carried out to the satisfaction of the City Gardens Manager.

### 21. CANCELLING AN EVENT

The City of London Corporation reserves the right to cancel forthwith the holding of any event in the City Gardens in the event of any emergency or as a result of a security alert or on the advice of the police authority or any other appropriate authority or because of poor or extreme weather.

Where proposed due to poor or extreme weather conditions the City Gardens team will make an assessment taking in to account the type of audience and the nature of the event. In the event of any event being cancelled under the provisions of this clause, the City of London Corporation shall not be held liable to the hirer for any fees costs or damages, or other loss nor for consequential loss sustained as a result of or in any way arising out of the cancellation of the event but shall repay to the hirer without interest all sums paid on account of the Hire Fee (and/or deposit(s)).

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). In the event the hirer is unable to alter the date, the City of London Corporation will repay all monies paid by the hirer to the City of London Corporation within ten (10) working

days but will accept no liability for any other fees, costs or damages or any consequential loss howsoever occurring.

In the event of the hirer cancelling the event more than **60 days** in advance of the event and no alternative booking is received, City Gardens reserves the right to retain the full deposit.

In the event of the hirer cancelling the event less than **60 days** before the event and no alternative booking received the City of London Corporation reserves the right to retain the full deposit and to recover the balance of the Hire Fee as debt due.

# 22. APPENDICES

- 1. Application form for events in City Gardens
- 2. Fees and Charges schedule
- 3. Licence (including indemnity, terms and conditions)



# Application form for hiring space or running events in City Gardens

Please refer to accompanying guidance notes when completing this form.

Name				
Organisation				
Charity Number (if applicable)				
Postal address				
Main contact name:				
Main telephone no:				
Email				
Type of event (see guidance notes	)			
Park/garden name				

Insurance information and Public Liability Cover - please provide your provider and policy details:	
Preferred dates	
Start time for your event (including set up time)	
End time (including de-rig time)	
Number of participants	
Number of crew	
Will you be providing food?	
Will you be selling food?	
Will you be providing drinks?	
Will you be selling alcohol?	
Will you be serving alcohol?	

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# <u>Fees</u>

These forms are for events up to 500 people. If you require a larger event space please contact City Gardens to discuss.

`	Amount		Total amount
Private Hire, Weddings & Civil Partnerships			
Basic hire fees		Tick	Please complete price:
1st hour (between hours of 8am – 6pm)	£304		рпсе.
Subsequent Hours	£140		
½ day (8am – 1pm) (1pm – 6pm)	£862		
Full day (8am – 6pm)	£1,561		
Each additional full day (if the same event) – please state number of additional days:	£780		

Do you require set up / de-rig time outside of the event hire time? Per Hour.	£140	
		-
Please specify time required for set up:	[ }	
Please specify time required for de-rig:	[ ]	
Damage deposit – Applicable to some events (see policy)	£500 or 25%	
(or 25% hire fee whichever is the greater)		
Total basic hire fee (total of above)		
Commercial/Corporate events		
Application Fee	£164	
Per hour (between hours of 8am – 6pm)	£140	
½ day (8am – 1pm) (1pm – 6pm)	£698	
Full day (8am – 6pm)	£1,397	
Ticketed events 15% of receipts (additional to basic hire fee)	15%	
Additional event day	£780	
Do you require set up / de-rig time	£140	
outside of the event hire time? Per Hour.		
Please specify time required for set up:	[ }	
Please specify time required for de-rig:	[]	
Booking Deposit , £500, or 25% of the hire fee	£500 or 25%	
Damage deposit (£500 or 25% hire fee whichever is the greater)	£500 or 25%	

Total basic hire fee (total of above)		
Non-profit /Charity / Community Events		
Basic hire fee		
Per hour (between hours of 8am – 6pm)	£163	
Subsequent hours	£105	
½ day (8am – 1pm) (1pm – 6pm)	£529	
Full day (8am – 6pm)	£1,106	
Additional Days	£553	
Ticketed events 15% of receipt additional to basic hire fee	15%	
Damage deposit (£500 or 25% hire fee whichever is the greater)	£500 or 25%	
Set up/clear away per day (Hourly Fee)	£105	
Damage deposit (£500 or 25% hire fee whichever is the greater)	£500 or 25%	
Total basic hire fee (total of above)		

Other activities		
Photography (session of up to two hours)	£164	
Corporate volunteer days per head per day	£52	

Filming Commercial productions / student projects. All filming enquiries must be directed to the City of London Film Office <a href="mailto:filmliaison@cityoflondon.gov.uk">filmliaison@cityoflondon.gov.uk</a> or Tel 020 7332 3202

Litter & Waste Management – The above rates do not include litter and waste management which will be separately assessed if the City's service is used.

Event organisers will be asked to produce evidence of any private service hired. Event organisers are required to leave the garden in the same condition as they find it. Details are available in the City Gardens Events Policy.

Events will require payment of a refundable **booking** deposit in order to secure the date and time of an event. The fee will be a minimum charge of 25% of the daily hire fee.

Gardener charge – many events require the services of the City Gardens staff. This may include for: unlocking of gates, supervision by staff onsite outside their normal working hours or providing general event support. The gardener charge-out cost is set at £36 per hour for normal working hours £54.20 for out of normal working hours and £72 for Sunday work. This charge is made over and above the standard garden hire fee.

 Some events may require the attendance of more senior City of London Corporation Officers. Additional charges will be applied to cover staff time when this is required.

City Gardens team will charge for any direct costs that we incur as a result of events, in addition to the fees described above. Such costs typically include: any additional litter collections, temporary removal of City Gardens' furniture and repairing damage to soft or hard landscapes. A list of potential costs will be discussed and agreed when booking your event.

### Terms and conditions

By completing and submitting this form you are confirming that you have read the City Gardens event policy, that you understand the terms and conditions for events held on our sites and will submit health and safety risk assessments and method statements in advance of the event. Our full terms can be found at

www.cityoflondon.gov.uk/citygardensevents. You are acknowledging that these fees do not include the clearing of litter and waste management. All event organisers are expected to leave the hire spaces in the same condition they found them.

You are also confirming that you understand that the personal information provided on this form will only be used for processing this application. It will not be used for any additional purposes or be disclosed to any third parties without your permission, except where this is otherwise required by law. The information will be kept no longer than necessary.

We care about your data and our full privacy notice can be found here: <a href="https://www.cityoflondon.gov.uk/privacy">www.cityoflondon.gov.uk/privacy</a>

You understand that you have to submit a deposit to secure the date and time of your event, and that the hire and damage fees for each event are due 10 working days before your event or with the application if your event is sooner than that.

# ☐ Please tick here to confirm you understand the terms of this agreement stated above and in our event policy on our website www.cityoflondon.gov.uk/citygardensevents. Signed: Date City Gardens - PO Box 270, Guildhall, London EC2P 2EJ Tel: 020 7374 4127 parks.gardens@cityoflondon.gov.uk www.cityoflondon.gov.uk/citygardens For completion by City Gardens Fee Fee to include photography & filming payable £ Office Check Byelaw compliant If unclear check with legal team Check date availability Reserve date Public Liability Insurance cover: Any additional licences required:

City Gardens Manager ...... Date

Appendix 1. City Gardens Events Policy 2015 - Application Form

Risk assessment and method statement supplied & approved?

Approved

# Fees and Charges 2018/19

Fee type	Detail	Amount
Private Hire, Weddings & Civil Partnerships		
1st hour (between hours of 8am – 6pm)		£304
Subsequent hours		£140
½ day (8am – 1pm) (1pm – 6pm)		£862
Full day (8am – 6pm)		£1,561
Each additional full day (if the same event) – please state number of additional days Per Day		£780
Required set up / de-rig time outside of the event hire time – per hour.		£140
Damage deposit (£500 or 25% hire fee whichever is the greater)		£500
Commercial/corporate events		
Application Fee		£164
Basic hire fee		
Per hour (between hours of 8am – 6pm)		£140
½ day (8am – 12noon) (1pm – 6pm)		£698
Full day (8am – 6pm)		£1,397
Booking Deposit		£500
(£500 or 25% hire fee whichever is the greater)		
Ticketed events 15% of receipts additional to basic hire fee		£[ ]
Additional event day		£780

Set up/clear away per day per hour		£140
Damage deposit (£500 or 25% hire fee whichever is the greater)		£500
Non-profit/charity events		
Basic hire fee		
Per hour (between hours of 8am - 6pm)		£163
Subsequent Hours		£105
½ day (8am – 1pm) (1pm – 6pm)		£529
Full day (8am – 6pm)		£1106
Additional Days		£553
Ticketed events 15% of receipts additional to basic hire fee		£[ ]
Set up/clear away per day (Hourly Fee)		£105
Damage deposit (£500 or 25% hire fee whichever is the greater)		£500
Other activities		
Wedding/Other photography	(up to 2 hours)	£164
Corporate volunteer days per head		£55 a head

Filming Commercial productions / student projects. All filming enquiries must be directed to the City of London Film Office <a href="mailto:filmliaison@cityoflondon.gov.uk">filmliaison@cityoflondon.gov.uk</a> or Tel 020 7332 3202

Litter & Waste Management – The above rates do not include litter and waste management which will be separately assessed if the City's service is used. Event organisers will be asked to produce evidence of any private service hired. Event organisers are required to leave the garden in the same condition as they find it. Details are available in the City Gardens Events Policy.

Events will require payment of a refundable **booking** deposit in order to secure the date and time of an event. The fee will be a minimum charge of 25% of the daily hire fee.

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#### CITY GARDENS EVENTS LICENCE

<INSERT PROPERTY>



Licenc

<INSERT NAME> Licensee

City Garden, address details <INSERT ADDRESS> **Property** 

**Period** To commence no earlier than <INSERT TIME> on <INSERT DATE>

and to expire no later than <INSERT TIME> on <INSERT DATE>

Fee <INSERT £ > exclusive of Costs and Value Added Tax chargeable under

the Value Added Tax Act 1994 ("VAT") to be paid by <INSERT DATE>

Access during the Period to be by prior arrangement with the City Gardens Access

Manager.

The license to occupy granted by this Licence is personal to the Licensee Alienation

and the Licensee will not transfer or share the Licence with any other

person or organisation.

Costs The Licensee will reimburse such costs as the City might reasonably incur

in granting other appropriate documentation.

The Licensee will not undertake activities including the use of lighting and **Disturbance** 

music and broadcast systems which cause an inconvenience, disturbance

or annoyance to other garden users or neighbours.

Indemnity The City does not warrant the condition of the Property or that it possesses

> the consents necessary for the Use and the Licensee agrees to accept the Property in its prevailing condition and wholly at its risk and the Licensee indemnifies the City against all losses, claims, demands, costs, expenses and other liability resulting from this licence and any breach of the

Licensee's obligation in this licence.

**Preparatory** 

The City will undertake such reasonable preparatory bedding planting at **Planting** the Property as the Licensee may request upon payment of the Fee and

subject to receiving adequate prior notification to enable such planting to be carried out and subject to the availability of plants according to any agreed planting plan and cost cap and will undertake such making good as

its sees fit following the cessation of the licence.

The Licensee will make good all damage to the Property howsoever **Damage** 

occasioned as a result of the grant of the Licence.

Security All equipment and possessions either personal or otherwise that are

> brought onto the Property by the Licensee or such other persons howsoever associated with the Use including those of its invitees is wholly

at the Licensee's risk.

Signs The Licensee will not display any signs other than those which may be

> permitted by planning permission or Advertising Control consent or required by the City Gardens Manager for appropriate safety or warning purposes of a

size, type and in a location as required by the City Gardens Manager.

Site Supervision

**Statements** 

The City Gardens Manager will undertake site supervision at such reasonable times during the Use and the Licensee will adhere to any reasonable directions by the City Gardens Manager that are for the safety and integrity

and management of the Property.

The Licensee may be required to provide site specific information for the approval of the City Gardens Manager prior to the commencement of the Use at its cost and will abide by the approved provisions at all times to address the following requirements:

a) Health & Safety Statement	b) Risk Assessment
c) Event Safety Plan	d) Method of Work Statement
e) £5 million Public Liability insurance	

Statutory Consents The Licensee will obtain at their expense all necessary consents and approvals and will produce copies of the same to the City upon request.

Utility **Services** 

Use

Use of the Property will not include the use of utility services.

**VAT** All sums stated herein are exclusive of VAT.

The Use may not commence until the City Gardens Manager has given

written approval to the various Statements.

The Licensee will ensure that the Property is kept in a clean and tidy condition. The Use will be undertaken safely and in such a way as to keep noise and dust to a minimum and at times and in a manner that will not endanger or otherwise inconvenience any persons using the Property and in all respects subject to the satisfaction of the City Gardens Manager.

No plant or equipment or material may be deposited or dismantled or erected or demolished on the Property except in accordance with the Statements.

All trailing wires/equipment/seating and any other object must be safely contained to avoid injury and hazard.

The Licensee will keep the Property in a safe and secure condition at all times and ensure that no loose equipment or materials are left lying around on the Property.

All installations or activities on the Property will be undertaken using the best established practice and to accepted industry standards and to the City's reasonable satisfaction.

In the execution of the works the Licensee will undertake such other works as may be reasonably required and directed by the City Gardens Manager to ensure that they do not prejudice the safety and integrity of the Property.

Not to do or permit to be done on the Property anything which is illegal or may become a nuisance (whether actionable or not).

#### **Termination**

The City may terminate this Licence immediately in the event of the Licensee being in breach of any of its terms.

#### Disclaimer

Neither this licence nor anything done by the City or the Licensee respectively in pursuance thereof or in relation thereto shall be deemed to create between the City and the Licensee the relationship of landlord and tenant and accordingly the law and enactments relating to landlord and tenant shall not apply to this licence. In furtherance of the intention expressed herein and for the avoidance of doubt it is hereby specifically confirmed and acknowledged by the Licensee that at no time throughout the duration of the licence will the Licensee enjoy exclusive possession of those parts of the <INSERT PROPERTY> to which access is licensed as respects the City its servants or agents.

I accept the foregoing terms on behalf of <INSERT NAME> and am duly authorised to agree and bind it to the terms herein.

Signed:	 
Position:	Date:

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Signed
City Gardens Manager
City of London Corporation
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