



Waltham Forest

OFFICE USE
Ref:

Application for a Residents' Street Party Road Closure

BEFORE APPLYING PLEASE READ THE ATTACHED GUIDANCE NOTES.

To ensure you will not be disappointed, please return this application at least four weeks before the date of your event to:

Waltham Forest Council,
Network Operations, Highways,
Low Hall,
Argall Avenue,
London E10 7AS.

Email: nrswa.admin@walthamforest.gov.uk
Tel: 020 8496 3000

Please contact us if you have any questions regarding road closures.

Name of Your Party:		
Road(s) to be closed:	Postcode:	Max. Number Attending:
Area of street to be closed (if necessary draw or attach a sketch map)		
Proposed date:	Start time: (of road closure)	Finish time: (No later than 11pm)
Name of Applicant:	Full Address: (including postcode)	
Telephone: (home)	Telephone: (daytime or mobile)	Email:
<p><i>(please tick boxes to confirm)</i></p> <p><input type="checkbox"/> I have read the 'Guidance Notes- Application for a Street Party Road-Closure' and I agree to manage this event in accordance with this guidance.</p> <p><input type="checkbox"/> I have consulted all affected residents and a majority of responses are in favour. Details of any objections are attached. (See section B of the attached guidance.)</p> <p><input type="checkbox"/> I understand public liability insurance for this event will be provided by the Council's insurer. I have received a copy of the insurance policy and I am aware of the exclusions.</p> <p><input type="checkbox"/> I understand that there is no specific funding allocated for Street Parties for this financial year. (If you wish to enquire whether other funding may be available please contact the Councillors representing your ward. You can find details of your ward councillors at: http://democracy.walthamforest.gov.uk/mgFindMember.aspx or Tel: 020 8496 3000)</p>		
Signature: (may be omitted if the form is emailed by the applicant)		Date:

(Use this space to provide additional information if required)

Guidance Notes - Application for a Street Party Road-Closure

Before applying please take note of the following items:

A: Road closure

1. Generally the Council will have **no objection** to closing:
 - a. short cul-de-sacs, or
 - b. quiet residential roads where a simple alternative traffic route is available.
2. The Council will **object** where:
 - a. through traffic routes would be affected, like on main roads and bus routes; or
 - b. where the effect of street parties in adjacent roads would create traffic routing difficulties.
3. The Council will consult/inform Police and Emergency Services; refuse/recycling; parking enforcement and other affected public services which may be affected by road closures. Please note your contact details will be passed to them so that they can get in touch in the event of any enquiries.
4. The Council will provide general public liability insurance cover (please see attached copy of the insurance details and the **exclusions which apply**). The Council will not be responsible for any incident that might occur from a result of any of the exclusions listed.
5.
 - a. The closure must be made using easily removable barriers and/or traffic cones. The closure barriers must be attended at all times by a responsible adult.
 - b. A 'ROAD CLOSED' sign is required at the barrier where the road is closed (the name of the road may be substituted for 'ROAD')
 - c. 'ROAD AHEAD CLOSED' signs might also be needed at other places if required by the Council.



- d. **Where can removable barriers, traffic cones and signs, be obtained?**
 - The Council is able to provide a limited quantity of these items on a first come first serve basis from Network Operations, Low Hall, Argall Avenue E10 7ES.
 - They can be homemade - for example, painted onto a board or canvas - provided they are of the specified sizes and colours. For more information please see www.streetparty.org.uk
6. Parking of vehicles in the immediate vicinity of the barriers must not be permitted, to ensure adequate space is left for emergency vehicles to turn into the road. Arrangements must be made to ensure there is no overspill of parking into adjacent streets.
7. A 4 metre (13 feet) road width must be maintained throughout the length of any street involved in the temporary closure, for emergency access. Anything placed on the road or pavement must be easily removable so that the emergency services will have full access should the need arise.
8. If you intend to erect any stalls, tables etc, please take care to ensure the entrances to all properties are not obstructed. Make sure you leave adequate gaps.

9. Water Hydrants and their indicating posts must not be obstructed. Indicating posts have a sign with a black letter 'H' on a yellow background, the hydrant cover will be in the road or pavement nearby.
10. Any overhead decorations must not be attached to lamp columns or other street furniture and must not be lower than 5 metres (15 feet) above the carriageway.
11. Street parties should not continue after 11pm.
12. While enjoying your street party, remember to think of the environment. All your extra waste can be sorted and any food waste can be placed in your organic waste bin (brown bin) for collection and composting.

Remember that a huge amount of waste can be recycled. You must recycle all paper, cardboard, glass bottles and jars, food and drink cans, plastic bottles, plastic food packaging including fruit punnets, yogurt pots, ice cream tubs, margarine tubs, plastic cups, straws and Tetra Pak style juice cartons. These items must be placed in your recycling container. Residents must not place these materials in the residual waste bin. If you have more recycling than you can fit in your recycling container please ask to share a neighbour's or place excess in carrier bags beside your container.

B: Consultation

Road closures will affect the movement and accessibility of all residents and businesses for the duration of the event and your application will have to be carefully considered by the Council before any approvals can be given. All affected properties must be consulted by the organiser. **Consultation materials must include the organiser's name, address, phone number and, if possible, email address.** Confirmation must be supplied that a majority of responses were in support of the street party proposal. Details of any objections must also be supplied by the organiser to the Council before approval can be given. If there are objections this does not mean that the event cannot go ahead, but the objections will be fully considered by the Council in making its decision.

C: Food safety tips

A popular way to celebrate is to have a buffet-style event where people bring different foods to lay on a table. However, this type of food service where foods are left out for long periods leave the door open for uninvited guests — bacteria that cause food borne illness. Here are some tips from the Food and Safety Team to help you have a safe holiday party.

Safe food handling

Always wash your hands before and after handling food. Keep your kitchen, dishes and utensils clean. Always serve food on clean plates — not those previously holding raw meat and poultry.

Cook thoroughly

If you are cooking foods ahead of time for your party, be sure to cook foods thoroughly to safe internal temperatures.

Use shallow containers

Divide cooked foods into shallow containers to store in the refrigerator or freezer until serving. This encourages rapid, even cooling. Arrange and serve food on several small platters rather than on one large platter. Replace empty platters rather than adding fresh food to a dish that already had food in it. Many people's hands may have been taking food from the dish, which has also been sitting out at room temperature.

The two hour rule

Foods should not sit at room temperature for more than two hours.

Keep Hot Foods HOT and Cold Foods COLD

After cooking hot foods should be held at 63°C or hotter. If cooling food do so quickly (within 90 minutes) and then keep cold. Cold foods should be held at 8°C or colder. Keep foods cold by nesting dishes in bowls of ice. Otherwise, use small serving trays and replace them. If reheating food make sure it is piping hot (at least 75 °C).

- For general Food Safety advice please contact the Food and Safety Team 020 8496 2239.

D: Licensing requirements (Licensing Act 2003)

If you are planning a small private street party where only neighbours will be involved, where no sales of alcohol will be made and only background music will be played a licence or a temporary event notice will not generally be required.

However, if the party is to include the sale of alcohol, be open to general public or if a charge is being made to raise money for your event then you will need a Temporary Event Notice (TEN) which is a type of temporary licence and costs £21. Similarly, larger public events attracting more than 499 people will require a full Premises Licence.

If you need a TEN or would like to hold a larger public event, please contact the Licensing Service directly for advice at:

Licensing Service, Sycamore House, Forest Road, Walthamstow, E17 4SU.

Email: licensing@walthamforest.gov.uk

Telephone: 020 8496 3000

E: Risk assessments

If your event is for 500 people or less we won't normally ask for a risk assessment. However you should ensure that you look at all the risks involved and document these. This will help you to identify any particular areas where problems may occur and that you have addressed them. Documenting this process and demonstrating that you've prepared to mitigate risks offers you protection if something happens at your event. Please refer to the 'Guide to Street Party and Planning' for further guidance.

You can get further advice from the Health and Safety directorate at www.hse.gov.uk

F: Enquiries

If you have any questions regarding road closures, please contact:

Waltham Forest Council
Network Operations, Public Realm,
Low Hall, Argall Avenue
London, E10 7ES

Tel: 020 8496 3000

Email: nrswa.admin@walthamforest.gov.uk

Please return your application at least four weeks before the date of your event.

RESIDENTS' STREET PARTY PUBLIC LIABILITY INSURANCE

The following is a brief summary of the cover provided under the Policy arranged for the London Borough of Waltham Forest with Hiscox Event Insurance. It is intended to be evidence of insurance cover; it is not the policy and is not intended to replace the policy. The policy document is provided separately.

INSURED: London Borough of Waltham Forest on behalf of the individual event organisers

POLICY NO: HU EVT 7163228

(4) **INSURER:** Hiscox Underwriting

Ltd **TYPE:** Event Insurance

EVENT NAME: Residents' Street Parties,
as per various locations advised to insurers in the London Borough of Waltham Forest

COVER: Public Liability
As defined in the enclosed policy wording.

SUM INSURED: £5,000,000 each and every occurrence

DEDUCTIBLE: £250 applicable to property damage only, each and every loss

SUB-LIMITS: Criminal defence Costs - £100,000

Pollution and Contamination Costs - £100,000

Conditions: 1. All contractors or service providers (where applicable) are required to carry £2,000,000 Public Liability insurance any one occurrence, unlimited in the aggregate.

2. This insurance does not provide any indemnity nor will it pay any costs in respect of the actual or alleged liability arising directly or indirectly out of death, accident or illness of any artist or performers while performing.



Claims contact details:

If you suffer a loss and need to make a claim, please notify insurers immediately, or as soon as reasonably possible, using the contact information below. Please note that you will need to provide the name of the event applicant in case of a claim.

Mr Robert Campbell or Mr Alex Whitaker

Hyperion Adjusters Ltd

76/77 Watling Street

London EC4M 9BJ

Robert Campbell:

Direct Tel: 020 7236 8925

Mobile: 07976 942 912

E-mail: rcampbell@hyperionadjusters.com

Or

Alex Whitaker:

Direct Tel: 020 7236 1099

Mobile: 07741 248 196

E-mail: awhitaker@hyperionadjusters.com

You will need to provide your policy number and full details of the claim, including the date, amount and circumstances of loss.

Alternatively, please contact Andrea Nitschke, Insurance & Risk Manager, London Borough of Waltham Forest on 020 8496 4289 during standard office hours.



Legal Liability Policy wording

This section is subject to the general terms and conditions and to the extra terms and conditions appearing below.

You should check the schedule to see whether public liability and employers' liability are both covered under this section.

What is covered

Your liability to your employees	<p>We will indemnify you, up to the sum insured, against any claim for damages which you may legally have to pay for an accident which causes bodily injury to the employee(s) you employ to work for you at the insured event. The accident must happen during the period of insurance and arise from the work the employee(s) is employed to do for you at the insured event. The amount we pay will include your defence costs. A series of claims due to one accident will be treated as one claim.</p> <p>We will pay your defence costs incurred in any civil proceedings alleging breach of an employer's statutory duty resulting in bodily injury which may lead to a claim covered under this section. We will not pay more than the sum insured for the total of such defence costs and any related claim and defence costs.</p>
Your liability to others	<p>We will indemnify you, up to the sum insured, against any claim for damages which you may legally have to pay as compensation in respect of claims made against you for bodily injury or damage to property arising out of accidents occurring during the period of insurance in the course of and at the insured event. The amount we pay will include your defence costs. A series of claims due to one accident will be treated as one claim.</p>
Criminal defence	<p>If any governmental, administrative or regulatory body brings any criminal action against you during the period of insurance for any breach of statute or regulation directly relating to any actual or potential claim covered under this section, we will pay your defence costs. The most we will pay for such costs is the amount shown in the schedule.</p>
Sum insured	<p>We will pay up to the sum insured for all claims made against you which arise from the same accident. The defence costs and costs to defend a criminal action referred to in the previous paragraphs will form part of and will not be in addition to the sum insured.</p>
Full payment	<p>At any stage we can pay you the sum insured or what remains from that amount after any earlier payment. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for those claims or their defence costs.</p>
Employers' liability compulsory insurance	<p>We agree to provide indemnity against the sums you have paid in compensation in accordance with the provisions of any law relating to compulsory insurance of liability to employees but you must repay to us all sums we have paid which we would not have been liable to pay under the terms of this insurance but for the provisions of such law.</p>

What is not covered

- A. This insurance does not provide any indemnity nor will it pay any costs in respect of any actual or alleged liability arising directly or indirectly out of:
1. any **insured event** held or due to be held in the United States of America or Canada.
 2.
 - a. loss of or **damage to property** owned by you;
 - b. **damage to property** in your care custody or control or the custody of any person under contract of service with you, other than buildings, machinery, plant, fixtures and fittings for which you are legally liable while at the **insured event**;
 - c. transmission of any communicable disease;
 - d. **bodily injury** or illness arising out of or directly or indirectly contributed to by Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or any related virus, complex or syndrome or any sexually transmitted disease;
 - e. goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you other than food and drink supplied in the course of the **insured event** and then only up to the **sum insured**;

Legal Liability

Policy wording

- f. the ownership, occupation, possession or use of any building not situate at the premises shown in the schedule;
 - g. the ownership, possession or use of any aircraft or other aerial device, hovercraft, watercraft, or any mechanically propelled vehicles and their trailers. This exclusion shall not apply to watercraft or mechanically propelled vehicles which are contained within the confines of the **venue** location for the purposes of display, exhibition or demonstration;
 - h. the ownership, possession or use of any:
 - i. mechanically driven ride;
 - ii. inflatable play equipment including but not limited to bouncy castles, slides or rides;
 - i. the ownership, possession or use of any animal;
 - j. any contract unless **you** would have been liable by law if the contract had not existed;
 - k. wrongful specification or professional advice by **you** where rendered to a third party for a fee.
3. circumstances of which **you** were aware or ought objectively to have been aware before the **period of insurance**.
4. as regards **your** liability to any **employee**:
- a. any **insured event** held outside of Europe;
 - b. the erection, installation or dismantling of any stand or exhibition that exceeds three metres in height unless agreed by **us**.
5. pollution or contamination unless **you** can prove that:
- a. the pollution or contamination is caused by a sudden, identifiable, unintended and unexpected discharge immediately following an accident occurring during the **period of insurance**; and
 - b. the accident is discovered by **you** within 72 hours after the start of the accident and reported to **us** in writing no more than 30 days later; and
 - c. the accident did not result from **your** intentional and wilful violation of any statute, rule, ordinance or regulation.

However, this insurance does not cover:

- i. the cost of evaluating, monitoring or controlling any seeping, polluting or contaminating substances;
- ii. the cost of removing, nullifying or cleaning up any such substances in, on or under property owned, leased, rented, occupied or operated by **you** or for which **you** are responsible;
- iii. the cost of abating or investigating any threat of seepage, pollution or contamination;
- iv. **your** liability, or the cost of complying with any obligations, under any statute, rule, ordinance or regulation.

We will indemnify you up to the sum insured for any such claim including defence costs, but we will not pay more than the amount shown in the schedule for the total of all defence costs arising from claims for pollution or contamination and covered in the period of insurance.

- 6. any act or omission **you**, or any employee or agent of **yours**, deliberately or recklessly commit, condone or ignore.
- 7. transmission of a **computer virus**.
- 8. death or **bodily injury** resulting from the use or application of any treatment, therapy or cosmetic other than water based face paint used in the course of the **insured event**.
- 9. any actual or alleged sexual molestation, corporal punishment, physical or mental abuse, assault or battery or any act or omission in respect of the prevention or suppression of such sexual molestation, corporal punishment, physical or mental abuse, assault or battery.



Legal Liability Policy wording

10. a refusal or failure to employ, promote or fairly compensate any person, or from supervision or failure to supervise, coercion, reassignment, discipline, defamation, harassment, intimidation, creation of a hostile work environment, humiliation or discrimination of any person.
11. any act, error or omission in respect of the provision of employee benefits of any kind by you.
12. any act of **terrorism** including any threat or fear of an act of **terrorism** (whether actual or perceived) other than under the Employers' liability cover for which a reduced limit of cover applies as stated on the schedule.

This insurance also excludes loss of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

If we allege that by reason of this exclusion any loss is not covered by this insurance or a reduced limit of cover applies under the Employers' liability cover the burden of proving the contrary shall be upon you.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

13. any workers compensation or similar legislation.
 14. any **bodily injury** to any **employee** while being carried in or upon, or entering or getting onto, or alighting from a vehicle for which insurance or security is required under any road traffic legislation or where you are entitled to indemnity from any other source
 15. the ownership, possession or use of fireworks or sparklers.
- B. This insurance does not cover:
1. any amount which you are legally liable to pay following any judgment or award given or made outside the courts of the country shown in the schedule. This exclusion also applies to the enforcement of any such award or judgment in any of the courts of such countries.
 2. fines, penalties or punitive or exemplary damages.

Definitions

Bodily injury	Death or any bodily or mental injury or disease of any person.
Computer virus	A piece of executable code not written or owned by you which is introduced without your authorisation or knowledge and propagates itself through your computer system or network.
Defence costs	Reasonable costs incurred with our prior written agreement to investigate, settle or defend a claim against you.
Employee	Any person working for you in connection with your business who is: <ol style="list-style-type: none">a. employed by you under a contract of service or apprenticeship;b. hired to or borrowed by you;c. self-employed and working on a labour only basis under your control or supervision;d. engaged by labour only sub-contractors;e. a labour master or a person supplied by him;f. engaged under a work experience or training scheme;g. a voluntary helper.
Damage to property	Physical loss of or injury to or destruction of tangible property including the resulting loss of use of such property.