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| <p>London Borough of Hammersmith & Fulham</p> <p>LEADER'S URGENCY REPORT</p> <p>April 9th, 2019</p> |  |
| <p>POLO IN THE PARK, HURLINGHAM PARK</p> | |
| <p>Report to the Leader – Councillor Stephen Cowan</p> | |
| <p>Open Report with Exempt appendix The appendix to this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p> | |
| <p>Classification - For Decision</p> <p>Key Decision: Yes</p> | |
| <p>Other services consulted:</p> <p>Parks, Legal services</p> | |
| <p>Wards Affected: Palace Riverside and Sands End</p> | |
| <p>Accountable Director: Sharon Lea, Strategic Director of Residents Services</p> | |
| <p>Report Author: Terry Oliver Interim Director Cleaner, Greener and Cultural Services</p> | <p>Contact Details: Tel: 07950627569 E-mail: terry.oliver@rbkc.gov.uk</p> |
| <p><u>Reasons for Urgency:</u></p> <p>The event Polo in the Park takes place from June 7th-9th, 2019. The organisers need to raise sponsorship and procure suppliers well before the event. Therefore approval is sought to enter into a hire agreement with them and this approval cannot wait until the next Cabinet meeting.</p> <p><u>Date by which decision is required: ASAP</u></p> | |

AUTHORISED BY:

The Leader has signed this report

.DATE: 18 April 2019.....

1. EXECUTIVE SUMMARY

- 1.1. This report seeks the approval to enter in to a hire agreement for Hurlingham Park with Sportgate Ltd. to permit Polo in the Park to take place in Hurlingham Park each June from 2019 to 2029.
- 1.2. Sportgate Ltd. will pay £120,000 to hire Hurlingham Park in 2019, rising to £170,000 in 2029. This increases the hire fee from £75,000 in 2018.

2. RECOMMENDATIONS

- 2.1. The Leader is recommended to approve the entering in to of a hire agreement with Sportgate Ltd. to permit Polo in the Park to take place each June from 2019 to 2029 inclusive on payment of a hire fee, full reinstatement costs of the park and contributions to the Hurlingham Park Development Fund and to SEAPIA as detailed in this report.

3. REASONS FOR DECISION

- 3.1. The reason for this request is to enter into a new contract to permit Polo in the park to take place each June from 2019 to 2029. Polo in the Park has been running for 10 years.
- 3.2. The agreement period will be from April 2019 to December 2029.

4. PROPOSAL AND ISSUES

- 4.1. Polo in the Park is an event that takes place over 3 days in June at Hurlingham Park. The event has been running for 10 years. Sportgate delivers all aspects of the event management, including ticketing, marketing, infrastructure build and parks reinstatement once the event has taken place each year. It is recognised as the largest polo tournament in Europe and has twice won 'Best Sports Attraction' at the London Lifestyle Awards. It has brought polo back to its spiritual home of Hurlingham Park. 90% of the tickets are bought by Londoners. Over 18,000 people attended in 2018. Sportgate Ltd developed the brand 'Polo in the Park'

The Event

- 4.2. Polo in the Park has three distinct days:
 - Friday – International Day for small businesses, local charities and resident's tea party
 - Saturday- Ladies Day
 - Sunday- Family Finals Day- Children's party with priority given to underprivileged children.

There are 3 polo matches per day as well as restaurants, bars, street food, children's activities and a shopping village.

Sportgate Ltd. contributes £5,000 p.a to the Hurlingham Park Development Fund, which is matched by the Council. The residents decide what this money is spent on.

Charity

- 4.3. Sportgate supports the local charity SEAPIA and will contribute £20,000 p. a during the period of the contract. 2,550 free tickets are given to residents, local schools and charities.
- 4.4. £75,000 has been spent on the park by Sportgate and in 2011, they financed the digging of a £24,000 bore hole so the park can be reinstated throughout the summer with no additional costs.

Income to the Council

- 4.5. Under the proposed hire agreement, an annual fee is paid as set out in Appendix 1 (exempt from publication).

5. OPTIONS AND ANALYSIS OF OPTIONS

- 5.1. If the event did not go ahead, the Council would lose the hire fee from Sportgate Ltd. The hire fee has been increased for 2019 and future years and in addition SEAPIA will benefit. The park benefits from the additional work carried out by Sportgate including weed killing, seeding and mowing during the summer. There would be no contribution to the Hurlingham Park Development Fund and no contribution to SEAPIA.

6. CONSULTATION

- 6.1. Consultation has taken place with Hammersmith and Fulham Rugby Football Club. Local meetings will take place with Hurlingham Mothers Association, Hurlingham District Resident's Association, Hurlingham Dog Walkers Association, Carnwarth Residents Association and Sullivan Court residents.
- 6.2. A Safety Advisory Group will take place with all the regulatory authorities.
- 6.3. A Stakeholders meeting will take place in April.

7. EQUALITY IMPLICATIONS

- 7.1. By entering into contract with Sportgate Ltd, there are no apparent adverse equality implications on protected groups, under the Equality Act 2010. As outlined in the para below, there will continue to be consideration for residents with access requirements.
- 7.2. The event is open to everyone, Saturday is Ladies Day but anyone can attend. There are male and female toilets and toilets for people with disabilities. Baby changing units are available. The site is wheelchair friendly, there is free parking for blue badge holders and a ramped access grandstand

seating plan for wheelchair users and seats for assistants/friends. There is ramped access to food areas and bars and a plastic walkway allowing access around the site. A changing room in the pavilion is available as a prayer room.

7.3 Implications verified by: Fawad Bhatti, Social Inclusion Policy Manager, tel 07500 103617

8. LEGAL IMPLICATIONS

- 8.1. The agreement that is recommended for approval by this report is not a contract but a licence to use land, also known as a hire agreement. As such it is not covered by the requirements of Contract Standing Orders.
- 8.2. Advice has been provided to the report author about the terms of the licence. The document used in previous years has been updated and it covers issues such as food hygiene, safety and stewarding, insurance and the financial arrangements and the need to comply with the park bye-laws.
- 8.3. Section 145 (1) Local Government Act 1972 permits the Council to do (or arrange for the doing) of anything necessary or expedient for the provision of entertainment of any nature. Section 145 (2) (a) goes on specifically to authorise a local authority (for that purpose) to enclose or set apart any part of a park or pleasure ground belonging to the authority or under their control. An area so enclosed or set apart may also (by virtue of Section 145 (2) (b)) be used by any other person for that purpose, on such terms as to payment or otherwise as the authority think fit.
- 8.4. Implications verified/completed by: (Deborah Down, Senior Associate with Sharpe Pritchard Solicitors on secondment to the Council. ddown@sharpepritchard.co.uk, And Rachel Silverstone, Senior Property Solicitor, 0208 753 2210.

9. FINANCIAL IMPLICATIONS

- 9.1. The existing budget for Polo in the Park assumes a small level of expenditure borne by the Council offset by the income from the hire fee paid by Sportgate Ltd. Under the new contract award the expenditure incurred by LBHF is expected to remain at current levels but the hire fee payable to the Council as detailed in Appendix 1 (exempt information) will exceed the current income target providing additional funds to the Council.
- 9.2. The additional income will be used to meet income targets for Events and will not provide any additional MTFS savings.
- 9.3. Implications completed by: Lucy Varenne, Interim Head of Finance, tel:- 020 7341 5777 and Emily Hill – Assistant Director (Corporate Finance), tel:- 020 8753 3145.

10. IMPLICATIONS FOR LOCAL BUSINESS

- 10.1. Local Businesses state that they see increased income for cafes, bars and restaurants and provide discounts for ticket holders. Local bars and restaurants see the event as their biggest weekend in terms of income.
- 10.2. Polo in the Park could provide opportunities for local catering, food & drink businesses to tender for opportunities on site. Sportgate should consider this in their contract with the council.
- 10.3. Implications verified/completed by: Billy Seago, Work Matters Manager, 020 8753 5242

11. COMMERCIAL IMPLICATIONS

- 11.1 There are no direct procurement implications resulting from this report because it refers to a land transaction. Therefore, the transaction is not covered by the CSOs, nor the Public Contracts Regulations 2015.
- 11.2 Implications verified/completed by: Andra Ulianov, Head of Contracts and Procurement, 07776672876

12. IT IMPLICATIONS

- 12.1. No Corporate IT implications are considered to arise from this report as it requests approval to enter in to a contract with Sportgate Ltd. to permit Polo in the Park to take place in Hurlingham Park from 2019 to 2029. Should this not be the case, for example, by requiring new systems to be procured or existing systems to be modified, IT Services should be consulted.
- 12.2. IM implications: a Privacy Impact Assessment(s) should be carried out to ensure that all the potential data protection risks around this contract (e.g. Sportgate's processing of ticketing data) are properly assessed with mitigating actions agreed and implemented. Mitigations could include contract data protection and processing schedules or an information sharing agreement; and Supplier Security Checklists to ensure the systems used by the partners/any third parties comply with H&F's regulatory requirements.
- 12.3. Any contracts arising from this report will need to include H&F's data protection and processing schedule. This is compliant with the General Data Protection Regulation (GDPR) enacted from 25 May 2018.
- 12.4. Implications verified/completed by: Tina Akpogheneta, Interim Head of Strategy and Strategic Relationship Manager, IT Services, tel 0208 753 5748.

13. RISK MANAGEMENT

- 13.1 Income received from the events will contribute to the Council's Priority, Being Ruthlessly Financially Efficient. Additional Social Value is generated by the event, specifically through its staging in the borough and through the charitable donations made.

13.2 A risk assessment is completed for each event.

13.1. Implications verified by: Michael Sloniowski Risk Manager, tel 020 8753 2587, mobile 07768 252703.

14. OTHER IMPLICATIONS PARAGRAPHS

14.1. As part of the Safety Advisory Group process implications are discussed each year and instigated depending on the relevance to the event.

14.2. Sportgate Ltd. apply for a premises Licence each year and have to adhere to any conditions imposed by the Regulatory authorities.

14.3. Sportgate take out and maintain the required Insurances for Public Liability, Employers' liability and motor vehicles where they are used in the provision of services.

15. BACKGROUND PAPERS USED IN PREPARING THIS REPORT

None