



Epping Forest & Commons Committee

Date: MONDAY, 10 SEPTEMBER 2018
Time: 11.30 am
Venue: COMMITTEE ROOM - 2ND FLOOR WEST WING, GUILDHALL

Members: Deputy Philip Woodhouse (Chairman)
Graeme Smith (Deputy Chairman)
Peter Bennett
Alderman Sir Roger Gifford
Caroline Haines
Gregory Lawrence
Alderman Gregory Jones QC
Sylvia Moys
Jeremy Simons
Oliver Sells QC (Ex-Officio Member)
Benjamin Murphy

For consideration of Business Relating to Epping Forest Only

Verderer Michael Chapman DL
Verderer Dr. Joanna Thomas
Verderer Melissa Murphy
Vacancy

Enquiries: **Natasha Dogra**
Natasha.Dogra@cityoflondon.gov.uk

Lunch will be served in the Guildhall Club at 1pm

John Barradell
Town Clerk and Chief Executive

Committee(s)	Dated:
Epping Forest and Commons	10 09 18
Subject: Application for major event on Wanstead Flats: consideration of pre-application options (SEF 35/18)	Public
Report of: Colin Buttery – Director of Open Spaces	For Decision
Report author: Jacqueline Eggleston - Epping Forest	

Summary

Major event organisers MAMA & Company are proposing a series of large scale music concerts to take place on Wanstead Flats during the summer of 2019. The proposals are in accordance with the recently approved Open Spaces Events Policy Parts 1 and 2 and the City of London (Open Spaces) Act 2018.

Members are asked to give consideration to the proposals and provide guidance as to the number of events that might be accommodated, with reference to the policy position provided in the Open Spaces Events Policy Part 2.

Recommendation

Members are asked to:

- approve one of the three options proposed (in paragraphs 14,16 and 17 below) for further development, so that an event application can be worked up in more detail and brought back to this Committee in November for final decision.

Main Report

Background

1. At your Committee of 14 May 2018, a site-specific events policy (Part 2), relating only to Epping Forest, was approved, subject to the approval of an over-arching Policy (Part 1) being subsequently approved at Open Spaces Committee. On 16 July 2018 the Open Spaces Departmental Events Policy (Part 1) by Open Spaces Committee and the Epping Forest sites policy became active. The policy (Part 2) sets a framework for making decisions in relation to external hirer's use of Forest Land. It also identified the process for approving events for those events above a threshold of 5,000 participants and/or of 3 or more days duration, which would require separate approval to be sought from the relevant Committee.

2. The agreed Policy determines the following parameters for timing and frequency of events:
 - No more than one large event will normally be approved to take place on the same day;
 - Events will not normally be approved on consecutive weekends over the period from May to September in each locality;
 - The overall number of events approved will be restricted to maintain the balance of public enjoyment and unfettered access of the normal character and environment of the Forest;
 - Large events will be limited to three per year throughout the Forest and will have restrictions on noise, scale and impact
3. The largest events held on Forest Land in the past have been the Newham Fireworks Display, held annually on Wanstead Flats with an average attendance of 20-30,000, and the in-house 'Forest Festival' held on Chingford Plain with an attendance of approximately 10,000 over the course of the event. The London Borough of Newham also held a MELO on Wanstead Flats on a number of occasions in the 1990s when the attendance was around 30,000 across the day.
4. When considering efficiency savings, the Service Based Review and absorption of staff pay awards and incremental progression, the net local risk expenditure budget has decreased by 22% in the last five years. Epping Forest is likely to continue to face a decreasing budget settlement in the near future and in common with many other open spaces, therefore, needs to seek ways to generate additional funding, through 'added value' activities.

Current Position

5. Officers receive occasional enquiries for the use of Epping Forest for major events. In the past these have been rejected due to a lack of clarity about the powers under which such large-scale events may be held.
6. The City of London Corporation (Open Spaces) Act received royal assent on 15 March. The Act makes the explicit provision to temporarily use or permit others to use land forming part of the open space for the purposes of an event.
7. Budgets for 2018/19, approved by your Committee, include a total £80,000 of new savings, which remain to be identified. This is in addition to the Service Based Review (SBR) savings already applied, which now require £165,000 to be raised as new income from existing facilities. These facilities also need significant investment before any income can be fully realised and this investment has necessarily been delayed until the passing of the City of London Corporation (Open Spaces) Act, referred to above.
8. Further budget savings, including absorption of inflation and salary uplifts have yet to be quantified for 2019/20 onwards
9. With a new approved Events Policy framework and new legislation, Epping Forest officers are now in a position to bring forward for Committee approval well-

organised and larger-scale events, which would also be scrutinised and licenced by the local authority.

10. Large events introduce new audiences to the Forest and can have an economic benefit to a local area, in this case the area would include the boroughs of Newham, Redbridge and Waltham Forest. Benefits could include secondary spend, employment and trading opportunities and the wider visitor economy.
11. Large events can generate significant income to the landowner. The proposed events income will need to be negotiated on a case-by-case basis, according to the size and scale of each event and the scope of facilities offered. However, sums range from tens of thousands to hundreds of thousands of pounds for comparable events held elsewhere. As per the Events Policy, all CoL costs would be charged to the event organiser, a damage deposit would also be required to fund any remedial works and a hire fee negotiated in addition.
12. A significant income, therefore, could be generated for Epping Forest from a large event, which would be re-invested in to the management of the Forest.

Options

Your Committee is asked to agree to receiving a further, more detailed report at your meeting in November for one of the following options:

13. **Option 1: An option of two large-scale events** (Kayam and Steel Yard – for details on each of these see *Proposals* Section below and Appendices 2 & 3) on Wanstead Flats over the period 17 June to 15 September 2019. This will bring a maximum return in income for reinvestment into the Forest, will be held in one location and will therefore necessitate only one restoration period at the end. The area utilised is proposed to be contained by security fencing and would cover no more than 6 hectares, which represents 3.2% of the total area (187ha) of the Wanstead and Bush Wood Flats area. This will remain closed to the public throughout the period and may cause adverse reactions as a result.
14. The actual events will take place from 17 June – 4th July for Kayam including build and setting down and 25 August- 20 September including build and set down for Steel Yard. Each event will have a capacity audience of between 20,000 - 40,000. This will be a change for local residents from relatively few small events to a prolonged large event and may cause adverse publicity.
15. **Option 2: One event proposal only.** The promoter's preferred option, if only a single event, would be for Kayam, a music concert, which will take place over two consecutive weekends in June 2019, with an audience of 30,000. This event also has the potential to rouse adverse reaction from local residents who will not be accustomed to the scale of an event such as this, as well as its timing in mid-summer. However, it will also generate local employment opportunities, may appeal to many residents and will generate a substantial income for the Forest.
16. **Option 3: An alternative option for one event only,** called Steel Yard, would consist of a series of concerts held over a number of days in September 2019

each with a capacity of 20,000. A minimum of five concerts and maximum of 12 would be held on different days within the period 4-15 September. The promoters would prefer more nights if acceptable to your Committee. As a series of evening concerts this would be different from most "single events" envisaged by the Events Policy but would be similar to the circus events and other big-tent attractions which have been staged on the Forest for many decades.

17. As with the previous option, the event would be of a scale that local residents would not be accustomed to and there is likely to be a reaction against this change and the anticipated disruption. Counterbalancing this would be the substantial income that would be provided for the Forest and wider economic benefit that could be generated (see paragraph 20 below).

Proposals

18. MAMA & Company Festivals is a London based company, with 50 staff. They have a long track record of delivering successful large-scale events including Lovebox and Citadel (since 2003), Wilderness (since 2011) and The Great Escape (since 2006). MAMA & Company is now a wholly-owned subsidiary of Live Nation Entertainment, the world's largest live events business.
19. MAMA & Company have considerable experience of working with local authorities, Safety Advisory Groups and the police to create safe and well-controlled events.
20. They also undertake community engagement plans for all their events, including public consultation meetings to build feedback into the planning; a dedicated community engagement website; dedicated residents' phone line staffed throughout the event.
21. They give priority to local residents and businesses for employment and trading opportunities
22. They also offer free and discounted tickets to local residents and involve as many local groups as possible.
23. MAMA & Company have applied to hold either one or two events on Wanstead Flats in 2019. They have prioritised these and will be guided by your committee as to how many of their proposals they can work up into a full application.

The Kayam Project

24. The Kayam Project is a proposed new event to run across up to 6 days on two consecutive weekends in June. The 'footprint' area covered by the event would be 5.98 hectares. (See Appendix 2).
25. It is predominantly a main-stage show, more akin to a concert than a festival, supported by a high-quality food and drink offering.
26. The expected capacity is up to 30,000 per day. Weekends proposed are Friday 21 – Sunday 23 June and Friday 28 – Sunday 30 June. The build and 'break

down' would be from Monday 17 June to Thursday 4 July during which time the public would be excluded from the concert area. There is no camping, it will be a concert only and the event will end at a specified time agreed under the licence.

27. The music offering will be along the lines of George Ezra/ Jess Glynne/Paulo Nutini/ Stereophonics.

Steel Yard

28. This would be a main stage concert series hosted in a 'steel yard' structure and supported by a high-quality food and drink offering (See Appendix 3).

29. Steel Yard is a modular venue structure that can accommodate up to 20,000 per day. The infrastructure and boundaries of this event area would cover 5.33 hectares.

30. This would take place on a number of dates (as many as possible) between 4-15 September.

31. The proposed music offering would be along the lines of Biffy Clyro, The Prodigy, Pendulum and Nine Inch Nails.

32. For all events MAMA & Company undertake comprehensive event planning all of which will be scrutinised by experts in the City of London but also the Metropolitan Police Services, London Fire Brigade and the local authority Licencing officers before the event can be licensed. Event plans include:

- Event Safety Management Plan
- Noise Management Plan
- Crowd Management Plan
- Traffic and Travel Management Plan
- Crime Management Plan
- Waste and Sustainability Plan

Location (see maps at Appendices 1 - 3)

33. The proposed location will be on and between the football pitches at the Capel Road/ Aldersbrook Road end of Wanstead Flats. This area is easily accessed by bus and by rail. Access to either of the event sites would be from Aldersbrook Road and adjacent to the Alexandra Lake Car Park.

34. The area of occupation for either or both events that is proposed is over 750m away from the section of the Epping Forest Site of Special Scientific Interest (SSSI) at Wanstead Flats. However, the site is adjacent to the Aldersbrook Conservation Area (to the north) and does fall within the Green Belt (for any relevant planning considerations). The event site is also entirely within the boundaries of the Wanstead Flats Site of Importance for Nature Conservation (SINC), which encompasses the whole of Wanstead and Bush Wood Flats.

35. In relation to the Green Belt (GB), the issue that may be considered would be the visual intrusion into the openness of the GB. However, as each of the two events proposed and the associated infrastructure would be in place for a period of

fewer than 28 days, they would be classified as permitted development and be considered to have automatic planning permission.

36. The Wanstead Flats SINC is given the highest classification as an area of Metropolitan Importance because it includes one of the largest areas of acid grassland in London and is of exceptional importance for its insects and other invertebrates, including many rare species. As a result, the London Borough of Redbridge, as local planning authority, may wish to seek the views of the Greater London Authority, Environment Agency and/or Natural England in respect of this designation.
37. The proposed location for the event (see Appendices 1, 2 &3), however, is sited on an area of the Flats that has been managed as football pitches for many decades. So although it is within the SINC it does not directly impact on the protected acid grassland habitat. Boundary fencing and a clear demarcation of the area would prevent access onto the grassland areas of nature conservation importance (see attached maps). Such protection of an area of the Flats has been achieved to the satisfaction of the local authority in the recent past in relation to the Metropolitan Police Muster Centre for the 2012 Olympics. This particular proposed event area is also on an area that has been used for events previously (such as the MELA – see *Background* above).
38. Any potential impacts of the event(s) that would need to be mitigated would be indirect, largely through disturbance and the visual scale of the structures to be erected. South of Alexandra Lake and to the east of the proposed site there is an area of grassland which has been regularly occupied by breeding Skylarks. Skylark, as a species, is considered by the most recent conservation review carried out in 2015 (entitled *Birds of Conservation to Concern 4*) to have red-listed status in the UK because of a serious decline in its breeding population (62%) across the country in the last 45 years. These birds may be affected by the size of the structure being erected as they require open vistas and are sensitive to vertical intrusions (like trees and buildings) into their favoured open landscapes. Disturbance may also be a factor with the potential for an increase or concentration in human activity in the vicinity of the event area.
39. The Skylark breeding season is between March to early September. Therefore, the June event(s) could have an impact on any breeding attempts but the September event is unlikely to have any impact on breeding. For the June event, in relation to the disturbance issue, there is already considerable summer activity at Alexandra Lake and a car park closure to general visitors during the event may offset this to some extent. On the issue of visual intrusion, there would need to be an assessment of the height of the structure and distance from the Skylark breeding site. If the vertical structure, although closer, can be in line with the backdrop of trees and other buildings this may be sufficient to mitigate any adverse visual impact on the birds. An assessment of this can be made as part of any environmental impact assessment for the event.
40. There would be an impact of the event on visitors, both casual and those participating in football. We would not expect the area utilised to be restored in time for the football season and so there would be a small reduction in available

pitches for use during the football season. However, such a reduction in area occupied by pitches is already being planned for future seasons with more efficient use of the dedicated pitch space.

41. The restoration of the land would be paid for through a proportion of the fee levied to MAMA & Company.

Corporate & Strategic Implications

42. Hosting major events will help deliver two of the aims of the Corporate Plan 2018 – 2023, to:

- Contribute to a flourishing society.
- To support a thriving economy
- Shape outstanding environments

In particular it will help achieve the Corporate Plan outcomes:

Contribute to a flourishing society.

- People enjoy good health and wellbeing
- Communities are cohesive and have the facilities they need

To support a thriving economy

- We are a global hub for innovation in finance and professional services, commerce and culture.

Shape outstanding environments

- We inspire enterprise, excellence, creativity and collaboration

43. It will also deliver the Open Spaces Departmental Business Plan top line objectives:

- A. Open spaces and historic sites are thriving and accessible.
- B. Spaces enrich people's lives.
- C. Business practices are responsible and sustainable.

Legal

44. The City of London (Open Spaces) Act 2018 makes the following provisions:

The Corporation may—

- (a) temporarily use or permit others to use land (including buildings) forming part of an open space for the purposes of an event;
- (b) provide, or arrange for another person to provide, equipment, facilities or services for the purposes of an event;
- (c) so far as appears to the Corporation to be necessary in connection with an event, restrict or authorise others to restrict access temporarily to an area of land forming part of the open space; and

(d) charge for permission or provision given or made under paragraph (a) or (b) or charge or authorise others to charge for admission to an area to which access is so restricted.

45. The Corporation must exercise the powers in subsection (2) having regard to a policy concerning the exercise of the powers prepared by the Corporation in consultation with such persons or bodies as it thinks appropriate (which must include any committee or group established by statute for the purpose of consultation about the management of the open space).

The policy must, in particular, contain provision—

(a) requiring that—

(i) in deciding whether, and on what terms, to permit an event under subsection (2), the Corporation must have regard to the character and local environment of the open space (or the part of the open space in which the event is to take place);

(ii) such an event (whether individually or taken with other events) does not cause material injury to the amenity of the open space or significant impairment to the public enjoyment of the open space; and

(iii) the locations in the open space to which events are confined are specified, and, in relation to land to which the London Government Reorganisation (Hampstead Heath) Order 1989 applies, that any structure erected is not on a part of the land which is unbuilt on; and

(b) limiting the frequency and duration of events in the open space.

46. Under Section 36 of the Epping Forest Acts 1878 & 1880 the City Corporation can make provision for byelaws to regulate the assemblage of people. Bye-Law 3(21) licences the temporary erection of buildings. The Second Schedule of the Epping Forest bye-laws details regulations for the erection of Booths, Stands, etc. relating to Bye-Law 3(21).

47. The Court of Common Council's 'Scheme of Delegation to Officers' has agreed the principle that authority shall be delegated to the Superintendent of Epping Forest (under section 37) to grant licences for 'events and entertainments' (section 15{k}).

48. Consent for some events may be needed under Section 2(E) of the Wildlife & Countryside Act 1981 or assent under the Conservation of Habitats & Species Regulations 2017.

Reputational

49. The proposed events will be accompanied by a comprehensive community engagement plan to answer queries and build solutions to concerns in to the planning process. A detailed communications plan will also be drawn up between

the event organisers and the City of London to provide clear information and response to the public and media. The Events Policy and Licencing legislation provides a clear requirement for event managers to engage with the appropriate legislative and licensing regimes to ensure events are being run safely and professionally.

Property

50. If events are to be permitted on the Forest, they should be governed by suitable licence terms to ensure that COL is suitably indemnified and that consent to use represents best value according to the charitable operating requirements.

Equality

51. The Events Policy requires event organisers to provide an Equality Policy. An equalities impact assessment will be undertaken for the event and any areas for improvement addressed prior to the event.

Conclusion

52. MAMA & Company are a well-established and professional large-scale event organiser. They have made a number of proposals for events to take place on Wanstead Flats during the summer of 2019. Your committee is asked to provide guidance as to how many of these should be worked up in further detail in an application for approval at your November committee.

Appendices

- Appendix 1 Map of Location of Proposed site for 2019 events at Wanstead Flats
- Appendix 2 – Proposed site layout for Kayam event at Wanstead Flats
- Appendix 3 - Proposed site layout for Steel Yard event at Wanstead Flats
- Appendix 4 – Open Spaces Events Policy Part 2

Background Papers

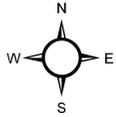
Open Spaces Events Policy Part 1 – Open Spaces & City Gardens Committee, 16 July 2018.

Jacqueline Eggleston

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Proposed Summer 2019 Event Areas at Wanstead Flats

Legend

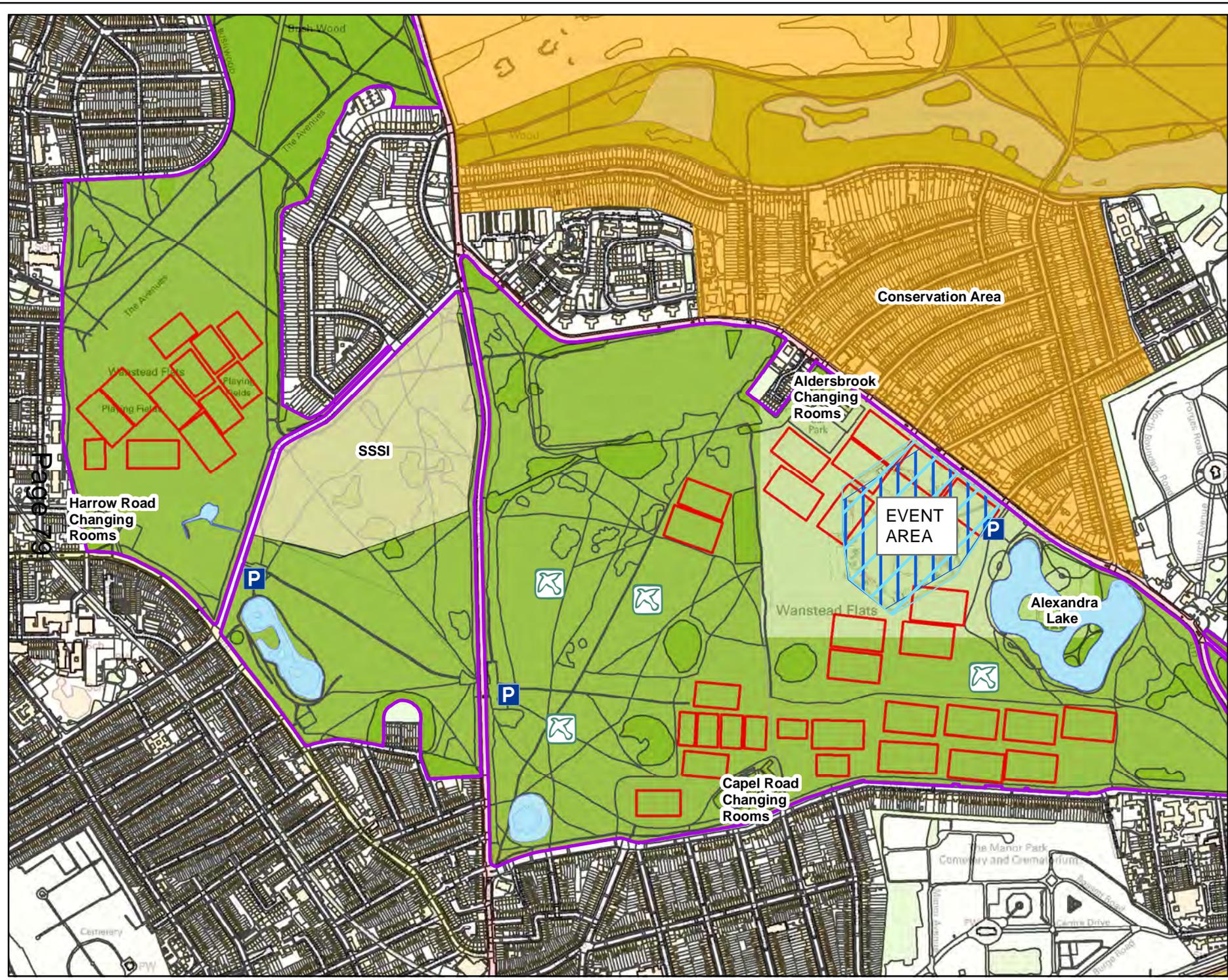
-  Car Parks
-  SINC
-  FOOTBALL PITCHES
-  KAYAM
-  STEEL YARD
-  SKYLARK AREAS

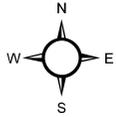
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14 Aug 2018



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Kayam - Wanstead Flats

Legend

-  Car Parks
-  SINC
-  FOOTBALL PITCHES
-  SKYLARK AREAS

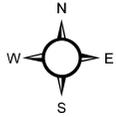
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GIS Officer

Date Created:
14 Aug 2018



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Steel Yard - Wanstead Flats

Legend

-  Car Parks
-  SINC
-  FOOTBALL PITCHES
-  SKYLARK AREAS

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GIS Officer

Date Created:
14 Aug 2018



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Open Spaces Events Policy PART TWO

Issue No.	Issue No 1
Date	31 August 2018
Review date	
Author	Jacqueline Eggleston
Approved by	

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Document Control Sheet: Revisions

Version	Page/Para no.	Change made	Approved

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Individual.....	8
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Company or Charity Registration Number.....	8
Name of main contact.....	8
Address.....	8
Invoice address.....	8
(if different from above).....	8
Telephone number - landline.....	8
Telephone number - mobile.....	8
Email address.....	8
Event public enquiries number.....	8
Event Details	9
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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.....	11
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Please tick to confirm that you have plans & procedures in place to deal with the following (where necessary):..... 19

Event communications 19

Transport (including parking) 19

Security & stewarding 19

Toilet & drinking water provisions 19

Crowd management 19

Food safety 19

Emergencies 19

Waste management & recycling 19

Fire 19

Environmental impact 19

First aid 20

Disability compliance 20

Lost children & vulnerable adults 20

Equal opportunities 20

DRAFT

Policy Statement

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

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

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

Introduction

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

Legislative background

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

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

Epping Forest is also protected under subsequent legislation over and above the protection provided by the 1878 Act. Under The Conservation of Habitats and Species Regulations 2017, 1605 hectares are protected within a Special Area of Conservation ((SAC) - EU Habitats Directive (92/43/EEC) and 1728 hectares are notified as a Site of Special Scientific Interest (SSSI) under the

Wildlife and Countryside Act 1981 (as amended). Wanstead Park and Copped Hall are both Grade II* Registered Parks & Gardens under the National Heritage Act 1983. In addition, Ambresbury Banks, Loughton Camp and The Temple at Warlies Park are Scheduled Monuments protected under the Ancient Monuments and Archaeological Areas Act 1979.

Event Locations

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

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

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

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

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

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

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

Timing and Frequency

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

- No more than one large event will normally be approved to take place on the same day.
- Events will not normally be approved on consecutive weekends over the period from May to September in each locality

- The overall number of events approved will be restricted to maintain the balance of public enjoyment and unfettered access of the normal character and environment of the Forest.
- Large events will be limited to three per year throughout the Forest and will have restrictions on noise, scale and impact.

Local Authority Approvals

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

Local Officer Event Group

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

How we make decisions

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

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

Applications timescale

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

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

Epping Forest Events Application Form

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)	
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	
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 (s) (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>Description of Activity 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 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	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 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 sustainably?	Please give details
Will you require vehicle access at the event?	Yes/No If yes, please detail the number and type of vehicles
Event Parking	Approximately how many vehicles will be attending the event?
	Where will these vehicles park?
	How do you intend to manage the parking of these vehicles? Will you have signage and/or Parking Attendants? Your site plan will need to show your proposed car parking area. Note; there may be a fee for car parking.
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 provided.	Yes/No Please note that flyposting within the Forest and surrounding local authority areas is not permitted. Your deposit may be forfeited if we have to 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

Licenses

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

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

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

If you are using recorded or live music you will also need to obtain the appropriate

music licences. See <https://pplprs.co.uk/> for further details

Insurance

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

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

Insurance company: _____

Policy no.: _____

Amount of indemnity: _____ (a minimum of £5 million cover is **required**)

Expiry date of current certificate: _____

Event Planning

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

Charges for the financial year 2018/2019

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

Outdoor Events

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

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

(500-4999)	price	funds to be received at least 1 month prior to the first day on site.
Basic Hire Fee - Large event (greater than 5000)	By negotiation	Cleared balance of funds to be received at least 2 months prior to the first day on site.
Non - event days (set up and dismantle)	15% of basic fee per day	Payable in conjunction with the basic hire fee.
Private events (wedding receptions/ party) max 150	£1000	Cleared balance of funds to be received at least 1 month prior to the first day on site.

DRAFT

Charity / Not for Profit Events (see terms and conditions)		
Item	Amount	When Payable
Application Fee	£25	On application
Deposit (to reserve location and date)	25% of basic hire fee	Invoiced when event has outline approval from The City of London subject to statutory licence approvals. If required licences are not approved and the event does not proceed the deposit is forfeited.
Damage Deposit (refundable)	£500 or 20% of hire fee whichever is the lesser	Cleared funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Minor event (less than 50)	£0- £250 dependent on event type and infrastructure (e.g. serving hot food, charging a fee, including more than one gazebo)	A damage deposit of £100 may be levied to ensure waste is disposed of in the case of events where a charge of less than £100 is made. Charged for catering must be separately licensed and an additional fee is payable unless part of an organised small/large event or otherwise agreed with CoL
Basic Hire Fee - Small event (50-499)	£325 plus 5% of ticket price	Cleared balance of funds to be received at least 3 weeks prior to the first day on site.
Basic Hire Fee - Medium event (500-4999)	£975 plus 5% of ticket price	Cleared balance of funds to be received at least 1 month prior to the first day on site.
Basic Hire Fee - Large event (greater than 5000)	By negotiation	Cleared balance of funds to be received at least 2 months prior to the first day on site.

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

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

Fairs and Circuses

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

Damage Deposit and Reinstatement Fees

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

Terms and Conditions of Hire

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

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

10. CANCELLING AN EVENT

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

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

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

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

Cancellation Period

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

Medium	500 – 4999	At least 2 months Less than 2 months	Full refund* Minus 25% of deposit*
Large	5000 plus	At least 4 months Less than 4 months Less than 4 weeks	Full refund* Minus 50% of deposit* Minus 100% of deposit*

*minus application fee and expenses

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

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	
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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 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)	
Print name	
On behalf of (organisation)	
Date	

Please email or return this form together with your supporting documentation to:

City of London Epping Forest
Licence Applications
The Warren
Loughton
Essex
IG104RW
eppingforest@cityoflondon.gov.uk

Committee(s): Epping Forest & Commons	Date(s): 10-09-2018
Subject: Update on the Interim Mitigation Strategy for Epping Forest Special Area of Conservation	Public
Report of: Director of Open Spaces and Heritage (SEF 36/18)	For Information
Report author: Jeremy Dagley, Open Spaces Dept	

Summary

This report outlines the progress made since Committee granted approval in May 2018 for costed mitigation proposals to be submitted, under delegated authority, to Epping Forest District Council, for inclusion in an interim Mitigation Strategy. Such a Strategy is required to protect Epping Forest Special Area of Conservation (SAC) from the adverse impacts of residential, highways and other developments proposed in forthcoming local plans by the local authorities surrounding the Forest. Each local authority, whose local plan might have a significant adverse impact on the Forest is deemed a competent authority, and so even authorities currently outside the Memorandum of Understanding for Epping Forest SAC are required to contribute to the Mitigation Strategy in a proportionate manner.

This interim strategy covers only mitigation of the likely impacts from recreational pressures. Other issues such as urbanisation and air pollution remain to be considered for avoidance/mitigation as part of a full Strategy still to be negotiated. The current timetable for the interim Mitigation Strategy is for it to be tabled at a meeting of the Duty-to-Co-operate Member Board on 10th September prior to it being agreed by each local authority under its governance requirements this autumn. The interim Mitigation Strategy, including a proposed tariff structure, would be brought to this Committee as soon as allowed by this timetable.

Recommendation(s)

Members are asked to:

- note the report.

Main Report

Background

1. Two thirds of Epping Forest have been designated as a Special Area of Conservation (SAC). The SAC status was confirmed in April 2005 and confers international importance on the Forest beech forest and heathland habitats. The Forest SAC area is protected under The Conservation of Habitats and Species Regulations 2017 (“the Habitat Regulations”).
2. The significant increases in housing, traffic and development proposed in all the local authority areas surrounding the Forest, present a considerable threat to the Forest’s integrity and sustainable management. The protection of 1,605 hectares of Forest as an SAC, however, requires local planning authorities (LPAs), whose plans might have adverse impacts on the SAC, to avoid or fully mitigate these impacts.
3. Under the Habitat Regulations these LPAs are also deemed to be ‘competent authorities’ responsible for protecting the SAC and Epping Forest District Council (EFDC) has taken on the role of the coordinating competent authority because its district boundary covers 64% of the Forest and an even greater proportion of the SAC. In addition, four of the competent authorities, covering a Strategic Housing Management Area (SHMA,) have signed a Memorandum of Understanding (MoU) with Natural England and the Conservators (signed in November 2017), which sets out the steps that will be taken to avoid or mitigate any adverse impacts of their respective local plans.
4. At your May Committee meeting delegated authority was approved (Report SEF23/18) to allow an agreement with EFDC, as coordinating ‘competent authority’ and Natural England (NE) on an *interim* mitigation strategy to deal with recreation issues. The strategy is interim because it only covers recreation impacts. The issues of urbanisation, air quality and reducing the impacts of traffic on the Forest must also be addressed as agreed under the MoU.

Current Position

5. Following consultation by your officers with NE, a detailed set of costed proposals to mitigate recreational pressures – known under the Habitat Regulations as Strategic Access Management Measures (SAMMs) – was submitted to EFDC under delegated authority. These proposals are currently still under discussion with the LPAs (see paragraphs below). The total cost of the mitigation proposals put forward for the 14-year span, covering the remaining EFDC Local Plan period (until 2033), was over £2.5M.
6. EFDC sent our proposals on to the 13 other local planning authorities (LPAs) (see **Appendix 1** for a full list of the LPAs involved), Lee Valley Regional Park Authority, the London Legacy Development Corporation, Essex County Council and the Greater London Authority.

7. Subsequently, these proposals were explained and discussed at a meeting of the Epping Forest SAC Oversight Group, consisting of all the above authorities, at the end of July. As background to these proposals the Epping Forest Visitor Survey 2017 results were also provided and the rationale for the setting of a 6.2km Zone of Influence (Zol) around the SAC boundary was set out.
8. Apart from the Zol, the main issue debated at the meeting was the setting of a tariff appropriate for each authority for each new property within housing developments in its area. The tariffs would be raised by Section 106 planning agreements or through the Community Infrastructure Levy (CIL) procedures. The tariffs would provide the revenue to enable the funding of mitigation measures, carry out reviews and ensure that damage to the SAC from recreation would be avoided. Responses to these and other issues were requested from each authority to be made to EFDC, as coordinating competent authority, by 17th August.

Proposals

9. A number of responses have been received by EFDC from amongst the 13 other LPAs. Therefore, at a recent meeting of LPA officers under the Epping Forest District Council's Local Plan Duty-to-Co-operate (30th August) requirement (required under The Localism Act 2011), a draft *interim* Mitigation Strategy was tabled by EFDC, covering recreation pressures. It incorporated all The Conservators' proposals and costings (see paragraph 5 above) and proposed tariff levels for each relevant authority using a formula based on the Zol and evidence from the Visitor Survey 2017 data.
10. Although not all responses had been received or confirmed from LPAs in the Oversight Group, information is expected from them before the meeting of the Duty-to-Co-operate Member Board on 10th September 2018.
11. The Chairman and Deputy Chairman have been invited to attend this Duty-to-Co-operate Member Board meeting, which will discuss the draft interim Mitigation Strategy. Following this meeting, if the details of the interim Strategy are considered to be sufficient, it will then be put to each of the respective LPAs for approval, following the relevant governance procedures for each authority.
12. If this timetable is followed, the interim Mitigation Strategy would be presented at November's Committee Meeting and an outline of the issues still to be resolved (e.g. air quality) to reach a full Mitigation Strategy would be set out.

Corporate & Strategic Implications

13. **City of London Corporate Plan 2018 - 2023:** the restoration and maintenance of the internationally and nationally-important habitats of Epping Forest directly underscore the *third pillar* of the Corporate Plan, which is to “**shape outstanding environments**”. This *third pillar* of the Corporate Plan is measured by four outcomes. The conservation and heritage management of the outstanding environment of Epping Forest and its buffer lands contribute significantly to the

achievement of two of these: *Outcome 11* “We have clean air, land and water and a thriving and sustainable natural environment” and *Outcome 12* “Our spaces are secure, resilient and well-maintained”.

14. **Open Spaces Department Business Plan 2016-19:** the Strategic Vision of this plan is to ‘Preserve and protect our world class green spaces for the benefit of our local communities and the environment.’ and one of the Department Objectives is to ‘Protect and conserve the ecology, biodiversity and heritage of our sites.’ A Mitigation Strategy would provide significant funding to support this objective.
15. **Epping Forest Management Plan, Strategy and Business Plan:** the priorities of any Mitigation Strategy in preventing harm to the SAC reflect the objectives of the previous and forthcoming Epping Forest Management Plans. These priorities will reflect the biodiversity and heritage importance of the Epping Forest SAC, the importance of maintaining or reaching favourable condition status and the consolidation of the legacy of achievements under both the ESS work programmes and the HLF-funded *Branching Out* Project.

Conclusion

16. Under delegated authority, the Town Clerk, in consultation with the Chairman and Deputy Chairman, has put forward mitigation proposals to EFDC. As the coordinating competent authority responsible for the protection of Epping Forest SAC from the adverse impacts of development, EFDC has subsequently drawn up an interim Mitigation Strategy. This Strategy which will be discussed on the 10th September by Members of local authorities under the Duty-to-Co-operate prior to being submitted to each authority for approval. This interim Strategy will be reported to your Committee at its November meeting if the current timetable is adhered to by the other authorities.

Appendices

- **Appendix 1** – List of Planning Authorities in the Epping Forest SAC Oversight Group, hosted by EFDC as coordinating competent authority

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Appendix 1 - List of Planning Authorities (BC = Borough Council, LB = London Borough, DC = District Council, CC = County Council) as competent authorities in the Epping Forest SAC Oversight Group and considering the interim Mitigation Strategy

Harlow DC
Uttlesford DC
East Herts DC
Epping Forest DC
Essex CC Highways
LB Waltham Forest
LB Redbridge
Broxbourne BC
LB Haringey
LB Hackney
LB Tower Hamlets
LB Newham
LB Barking and Dagenham
LB Enfield
Brentwood BC
London Legacy Development Corporation
Greater London Authority.

Lee Valley Regional Park Authority
Natural England