###

Lambeth Parklet Owner Agreement

Date:

The Parties are entering into an agreement relating to the Parklet at the following location:

 **[***enter Parklet details + Parklet Number here***]**

between

1. **London Borough of Lambeth** (“the Council”)

**Transport Strategy Team, Sustainable Growth and Opportunity.**

Lambeth Town Hall, 1 Brixton Road, London SW2 1RW;

and

1. **Parklet Owner/s [***enter Parklet Owner details here***]**

***What is a ‘Parklet Owner'?***

Parklets that are not owned or maintained by Lambeth Council are owned by ‘Parklet Owners.’ The Parklet may be owned by a business/es or resident/s, however the land is owned by Lambeth Council.

Parklet Owners have liability over the design, construction and implementation of the parklet. You are responsible for the structure, maintenance, and daily upkeep of the parklet throughout its life.

***What is the purpose of this Agreement?***

This document outlines the responsibilities of the Parklet Owner and expectations of Lambeth Council.

The Parklet Owner Agreement is a statement of intent only and is not intended to operate as a binding legal document.

As the Highway authority the Council reserves the right to remove the Parklet on notice to the Parklet Owner.

***The Parklet Owner by signing this agreement agrees to:***

1. Read and sign the Business Parklet Risk Assessment
2. Maintain and keep the Parklet clean and tidy on a day to day basis by removing litter, grime and debris from the Parklet decking, seating and other Parklet elements
3. Keep greenery healthy by watering plants and maintaining vegetation
4. Remove any blockage to the highway or pavement to make sure that people can use the Parklet at any time.
5. Remove any debris that may stop water drainage along the kerb and decking beneath the Parklet surface
6. Make sure the road can be seen at all times by keeping plants and structures below 600mm on the carriageway side of the parklet. This is important for people crossing the road.
7. Put out and remove seating on the Parklet at the beginning and end of each day (where appropriate).
8. Lock away all removable tables and chairs at the end of the day to reduce noise disturbance for local residents overnight. This may include locking hinged benches (*where appropriate*)
9. Repair any structural issues on the parklet as soon as possible. Detailed checks to the structure to take place regularly.
10. Provide a contact number who can be available to respond to any urgent issues that arise concerning the Parklet. Inform the Council of any changes at the earliest convenience.
11. Communicate any urgent issues that arise relating to the condition of the Parklet to relevant organisations as soon as possible e.g. antisocial behaviour.
12. Report any emergency situations to the emergency services.
13. Respond as quickly as possible to any and all requests from the Council regarding the Parklet.
14. Understand that Lambeth Council reserves the right to temporarily or permanently remove or relocate the Parklet under certain circumstances, such as planned public realm works, emergency utility works required on the highway or if the scheme presents a significant road danger or health and safety risk.
15. Ensure that the Design Guidance criteria is always adhered to throughout the lifespan of the parklet.
16. Ensure that relevant licences up to are held throughout the lifespan of the parklet. (Where applicable)
17. Ensure that the appropriate public liability insurance (Minimum £5 million) is held throughout the lifespan of the parklet. Parklet Owners take liability for incidents that occur in relation to the parklet during and outside of business hours.

***Lambeth Council by signing this agreement agrees to:***

1. Discuss the responsibilities set in this agreement document with Parklet Owners
2. Provide the Parklet Owner with contact details for the Council’s designated Parklet officer [**insert officer name**].
3. Sign the shared Parklet Risk Assessment
4. Monitor the condition of the Parklet throughout its life.
5. Log and inform the Parklet Owner of any comments and complaints that may be received from the community about the structure for rectification if possible.
6. If the Council will provide notice, where possible, of any planned works that might require the parklet to be moved. Where there is a considerable health and safety risk the Council may have to remove the Parklet and look for reimbursement from the Parklet Owner.

**Terms of the Parklet Owner Agreement**

This Parklet Owner agreement shall start on the date this agreement is signed and shall continue until it ends in accordance with this agreement.

The Parties shall work together to resolve any dispute that arise from or in connection with this agreement.

Where any dispute arises the Parties will refer the dispute in the first instance to the designated Council Officer named above.

Where agreement cannot be reached, the Parties will refer the matter to senior management for resolution.

Either Party can end this agreement at any time.

**SIGNED ON BEHALF OF THE PARTIES**

**Signed** on behalf of **London Borough of Lambeth**

**By:**

**Signature:**

**Date:**

**Signed** on behalf of [*insert name*] **Parklet Owner**

**By:**

**Signature:**

**Date:**