

Appendix 2:

Finsbury Park recognised stakeholders' full responses to Krank Events Ltd park hire application – 2022 events

From: Finsbury Park Parkrun
Submitted: 17 November 2021

parkrun has no objection to other events taking place in the park and we accept this means that we sometimes need to cancel.

Assuming this festival will occupy the same site as last year, we would need to cancel for at least the two event weeks. The site blocks our course (which runs down the carriageway parallel to Green Lanes). We looked at the site last year and could not see a safe diversion that would allow sufficient space for our event to take place alongside other park users.

Provided set-up and take-down runs to plan we should be able to go ahead on the flanking weekends (30th July and Saturday 20th August) however note our comments on the Wireless application that if the 30th July is a standalone event (with cancellations before for Wireless and cancellations after for Krankbrother) we will probably cancel as it can be tricky to get volunteers in these circumstances.

From: Highbury Community Association
Submitted: 28 November 2021

Application by Krankbrothers for commercial events in Finsbury Park in 2022 – Reference Number: HGYEVE000467

Feedback from the Highbury Community Association (highburycommunity.org and [facebook.com/highburycommunity](https://www.facebook.com/highburycommunity))

The Highbury Community Association (a Finsbury Park Events Stakeholder) has over 700 members – mainly residents living in the Highbury West ward in Islington, an area greatly affected by these major events. The Association is run by local residents and has no paid staff. An Annual General Meeting and other events are usually held each year, and a quarterly newsletter is produced, with the primary purpose of protecting and improving our area.

We are **objecting to this application** to Haringey Council, in our capacity as a Finsbury Park Events Stakeholder, for **the reasons below:**

Events proposed/licence holder/organiser= Krankbrothers	Dates in 2022	Daily capacity
On site	31 July	
Event 1	6 and 7 August	8k
Event 2	12, 13 and 14 August	8k
Off site	19 August	
Total days in the Park	From 31 July to 19 August = 20 days	

1.1 Loss of a large area of the Park for most of August:

For nearly three weeks in August a large area of the Park will be sectioned off with much noise and disturbance. The loss of this large area of the Park, as outlined in the Krankbrothers

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application, is an area used by many people entering through the main gates at Seven Sisters Road near Finsbury Park- often coming from Islington and Hackney. And during the summer period when people want and need to enjoy a park the most, particularly during these stressful times.

1.2 Loss of much of the Park for most of July and August- if both Wireless and these events are approved:

These Krankbrothers' events are proposed to be on site just one week after all the equipment is taken out of the Park for the Wireless Festivals - which are proposed to run for 27 days, from 27 June to 23 July inclusive. For Wireless, nearly 30% of Finsbury Park will be closed off with high barrier walls.

If this application is approved, and if the Wireless applications are approved, this would result in the loss of much of the Park for nearly two months in summer (47 days in total), and create disturbances throughout the whole Park during this time.

2. Disturbances throughout the Park:

2.1 The Park area facing Seven Sisters Road is where most Islington (and Hackney) residents enter the Park. During the days when major events are being set up and run, users of the Park are disturbed by truck movements, barrier walls, crowds, drug dealing etc - making the Park most unwelcoming and difficult to access. This discourages many people wanting to walk up to the café from the Seven Sisters Road entrance. Many people give up and so young children are deprived of enjoying the three play areas near the café.

Even in the areas **within** the Park **away** from where the events are being held, the noise and pollution from the machinery being used for the setting up and clearance, and during the events, are most disturbing and not conducive to trying to have some peace and quiet somewhere, or breathe in fresh air.

2.2 Impact on the grassed areas:

The impact of major events on the fabric of Finsbury Park spoiling the grassed areas for months and years. It took nearly two years after the last major event in 2019 for the grassed areas to recover fully, and the Park now looks glorious with many more people of all ages enjoying the peace and greenery. The Park is now in the state that it should be in - as a public and essential resource for people.

3. Effects on children and young people:

3.1 Studying:

Many students will be studying during August in catch-up or prep sessions due to the loss of education as a result of Covid. No matter how much the noise is controlled it can still be a disturbance throughout the area. And there is much noise in the surrounding streets as people leave the events.

3.2 Safety in the Park compromised:

Events involve many movements of vehicles before, during and after each one.

These traffic movements cause pollution in a wider area of the park, and are noisy and dangerous for joggers, cyclists, walkers etc

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3.3 Loss of green open spaces to play and relax:

The summer period is when people want to enjoy peaceful and green open spaces, and when children want/need to play in a clean environment. Finsbury Park is situated in a densely populated, deprived inner-city area, and the Park is essential for mental and physical well-being- as proven during lockdown. Government (national and local) policies promote physical activity: holding major events in Parks contradicts these policies. Many local families cannot afford to go away and so Finsbury Park is essential during summer holidays for recreation, peace, meeting friends.

3.4 Vicinity to the play areas:

Brand new play areas have been developed near the café. These are so popular and will be greatly disturbed by these large events- with the noise, pollution from vehicles, the smell of the toilets, the crowds hanging around the perimeter fences, the unpleasantness of getting to the play areas, particularly coming from the entrances on Seven Sisters and near Finsbury Park station (which most of our members use). Surely children's well-being is more important than large, fee-paying events which could be held instead in a suitable venue or away from such a built up inner city area where most people live in flats without gardens?

4. Disturbance throughout the area outside the Park:

During large events in previous years, much anti-social behaviour has occurred in our area, including: people defaecating in front gardens; open drug-dealing; cars tooting and groups shouting after the events. These disturbances lasted to midnight (and even later along Blackstock Road), keeping children awake, as well as affecting people needing to sleep for work or for health reasons.

5. The number of events:

These events are larger than other events held in the Park (except for Wireless which is far too large an event for a community park situated in a densely populated, inner city area).

There are still many other events held- fairs, smaller community events, circuses during the rest of the year. A park should be a park, and not a venue for large events for much of the summer, ignoring the mental and physical well-being of local residents, particularly children.

6. Making the Park pay for itself:

Haringey Council stated in its Formal Consultation invitation (October 2020) to respond to events planned for 2021 that: 'Event income is vital to the continued upkeep and improvements to Finsbury Park.'

Haringey stated that Finsbury Park would be used in 2021 for a 'total of only 25 days' (overtaken by Covid); and that: 'This approach (of only 25 days) will reduce the level of income received but allow the park to generate sufficient income for its basic maintenance, enhanced staffing levels and a reasonable level of investment within the park each year.'

HCA response to this statement was: Does this mean that Finsbury Park has to pay for its own upkeep and improvements? We thought that a park is a public good and not an entity that has to earn its own keep. Do other parks in Haringey have to pay for themselves?

And now, if a total of 'only' 25 days is sufficient, does this mean that no other large events in 2022 (such as those proposed by Wireless) will be approved?

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Thank you for your attention to these concerns.

From: Ladder Community Safety Partnership
Submitted: 29 November 2021

I am somewhat confused by the two attachments you attached with your email. The file title of one says 'summary' the other 'detailed' though in the text both are headed summary and seem almost but not quite identical. The former gives an attendance of 6000, the latter 8000. Which is correct? Only the former specifies 'North Eastern Carriageway in Finsbury Park, adjacent to Green Lanes' but gives a small map of somewhere else (Gibbet Hill! – probably just the wrong postcode entered?) the latter just 'Finsbury Park' but the correct map. However, it seems to me that because the area events occupy is a critical feature of their impact, a fairly detailed plan should be provided at this stage for events in the park, instead of a rather vague description, to allow informed comments – is there any reason for not doing so?

You won't be surprised to learn that the state of the Park after this years events came up at a recent LCSP meeting. Residents have asked me to forward the following issues/concerns, as Chair, in response to your request for comments.

- Given the damage to the fabric of the Park caused by this year's Krankbrother events, the indemnity fee should be doubled and paid in advance.
- There was no letter-box communication about this year's events with Ladder residents living close to the Park (ie S end of Ladder) so it was not easy to find a contact phone number
- There was a lot of bass music noise from the events this year, possibly due to weather conditions/wind direction, but this was exacerbated for Ladder residents by the location in the Park of the events. Although the attendance is much smaller than say the Wireless events, a very substantial sound system is still used, and capable of producing high sound levels. The site is much closer to the Ladder than the Wireless stage and not shielded by the hill so sound from the site will carry further. Are sound levels independently monitored and maximum levels set, and if not, should they not be/why not?
- Is the area of the Park allocated for this event suitable/appropriate? Could it be staged elsewhere or the site boundary adjusted to minimise disruption to park users?
- A combination of much-increased Park use during and after Covid lockdown, plus the excellent new children's play facilities have led to ever larger numbers of residents enjoying all that the Park has to offer – which is great news. However, given this situation, is it right for large/medium festivals to continue (shutting off huge sections of the Park and damaging the fabric) especially during the school holidays in August.
- Therefore, August should be ring-fenced for the public as a whole to be able to enjoy all of the Park, all of the time

Thank you for your consideration of these comments which residents hope will have some impact on the decisions to be made, balancing the needs of regular park users and nearby residents with those who attend these events.

From: The Friends of Finsbury Park
Submitted: 30 November 2021

Dear Parks Department
Proposed events "season" for 2022
Please find attached our response to your request for feedback on your proposed "events season" for Finsbury Park.

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We also copy this to several other parties, who may be interested in our views on this matter.

(This should also be read and recorded as an objection to the proposed Krankbrother event, to which our letter refers at paragraph 35).

“2022 Proposed Event Season - Finsbury Park”

1. This is a response to the pro-forma email—reproduced at the foot of this letter—from the Haringey Parks Department (hereinafter “Parks”) addressed to Finsbury Park “events stakeholders” about the events proposed in our park in 2022.

2. The Friends of Finsbury Park (“the Friends”) are a Registered Charitable Trust founded in 1986 with more than 400 members across three Boroughs. Our Patron is the MP for North Islington.

3. <https://register-of-charities.charitycommission.gov.uk/charitysearch/-/charity-details/3990870/contact-information>

4. The Friends are disappointed to read of a *full season of events next year in Finsbury Park* that includes another *Wireless* event. The 10,000+ person Major Events Policy has been imposed on our park since 2014 and we believe it is not suitable for our local park.

5. We reject the core premise around financials and necessitating and believe the council has yet to set out the evidence basis for this. The implication in the email’s paragraph one—that by beginning to plan for a full season of events now, the Parks Department (“Parks”) is somehow trying to make-up for lost-time due to the Pandemic—needs to be seen in the context of the council’s receipt of a Government support for event income. (That the support was not directed back to Finsbury Park where it was ‘earned’, or, that investments in the park were made despite it, is not mentioned). These considerable public monies that directly relate to a park event, need to be explicitly accounted for (see accounts, 46, below).

6. **Healing**—our park has been free from Wireless since July 2019, followed by the Covid-19 lockdown from March 2020 and then a switching of Wireless 2021 to Crystal Palace (25, below). This unscheduled, extended fallow period has meant that the surface of our Park as experienced more than two years of healing. If Wireless were to return, that healing process would be set back or wasted.

7. **Covid-19**—We are far from being over the pandemic, whose virulence appears to wax and wane, loosely related to the waning and waxing of government social-distancing guidelines. As in 2020, to plan a *Mass Gathering* six months distant would seem to create a hostage to fortune. In the face of *Omicron* (B.1.1.529; the *new variant of concern*) the Government has re-introduced controls, as of today.

8. **Access**—Parks seem not to recognise the importance of keeping *our* park fully open, including during a pandemic. We wrote to the House of Lords in response to their seeking views on *Life beyond Covid*. Denying access to a large part of our park—and making the rest of it barely bearable—particularly affects those in flats and/or those without gardens. i.e. the less privileged. Here: <https://committees.parliament.uk/writtenevidence/37494/pdf>

9. **FEEDBACK**—Although we are written to about what Parks are pleased to call the events *season*, never before have we been contacted so far in advance coupled with such a small window to mount an official response that would be formally accepted. The designation of

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an *eventApp* appears to be designed to limit and frustrate as much feedback, as quickly as possible.

10. **Limiting feedback**—We note that Parks refused to accept feedback from individual members of the public and anyone other than from “stakeholder” Chairs or a Ward Member: this appears to be a ruse to throttle feedback. Parks appear to recognise that the Friends have a *legitimate expectation* to be consulted, but then there has been chronic failure to give *conscientious consideration* to consultation responses, before decisions on the events “season” are made. See elsewhere, *The Gunning Principles*.

11. **Co-production**—Before the Major Events policy (of 2013/14) introduced massive commercialisation of Haringey green space, the Friends enjoyed an excellent relationship with Parks that was friendly and co-operative. Park matters could even be described as a *coproduction*. However, since that policy, consultations have long felt insincere and ineffective.

12. The Friends are the only local group that represents *all* areas of the park that have not been leased-off by the council, i.e. the *public* areas. Despite our size and remit, our long-established registered charitable trust has felt excluded, marginalised and effectively disregarded for several years.

13. The “stakeholder” meetings have been ineffectual. That group has variously been known as the Finsbury Park Stakeholder Group and the Finsbury Park **Events** Stakeholder Group, depending on what agenda Parks sought to control. Minutes were not published, then published and then not published. It does not engage well neighbouring boroughs that are also treated merely as events stakeholders. The status of residents and Councillors in Hackney is particularly unfair, as Brownwood Ward residents are the worst affected by Wireless noise and especially for building shaking.

14. We note that Parks pro-actively solicits rental customers on the council's **Booking a Park** webpage:

15. <https://www.haringey.gov.uk/libraries-sport-and-leisure/parksand-open-spaces/events-and-activities/events-parks/booking-park>

16. On a hard-to-find webpage, Parks continue to promote hires to commercial customers. Their glossy brochure/ prospectus is *The Great Outdoors*. Here: https://www.haringey.gov.uk/sites/haringeygovuk/files/events_in_parks_brochure_2018.pdf

17. In this publication—aimed at their commercial customers—Parks quote Melvin Benn of *Festival Republic* as saying,

18. Festival Republic has been working with Haringey Council on events in Finsbury Park for many years. The events team are always a pleasure to work with and help make the planning process as smooth as possible.

19. We do not doubt the veracity of Mr. Benn's quote. Parks appear to bend over backwards to accommodate its paying customers. We believe Parks maintains too-close ties with this client which books repeatedly. We are not convinced that Parks is merely a passive recipient of event Applications, as is implied.

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20. **WIRELESS**—Far from benefitting and enhancing the local area, the previous “major events with Festival Republic” have the effect of:

(a) **dominating** our park for weeks by the building and breakdown /dismantling of the big building site, in terms of space annexed;

(b) **denying** to non-ticket holders the best, south-facing part of FP, for several weeks at the height of summer;

(c) **generating** noise so loud that it shakes buildings on the Hackney side of Seven Sisters Road and is heard over a radius of up to two miles;

(d) **damaging** the surface of the park—FP is slowly deteriorating in ways Parks fails to recognise

(e) **creating** much traffic disruption;

(f) **tying** down a large number of police, unnecessarily, officers who might be doing more useful things

(g) **aiming** at a far-from-family-friendly, narrow demographic Also see also the effect on the lakeside café (49, below).

21. **27 per cent**—in the High Court, Parks' customer claimed that their event occupied 27% of the park. That was misleading. First, they likely took as a base, the entire area of the park (c. 110 acres). That would include areas such as scrubland unusable by the public; several leased-off areas inaccessible to the general public (such as the southern-most fenced-off zone) and/or otherwise *non-equivalent* areas such as the lake, tennis courts, running track etc.

22. **The fortified zone**—Live Nation's figure of 27% is likely to refer only to their *fortified* area. i.e. the annexed parkland that is surrounded by their 12-foot high steel wall. It is unclear if their figure includes the area in the outer *Heras* fencing. It is also unclear whether their figure included the large staging and storage area *outside* the fortified area, known as the bone-yard. It is unlikely that the figure includes the carriageway between the Hornsey Gate and Wireless' back-door entrance (between the café and the Oxford Road gate. Because of frequent Wireless heavy vehicle movement, this stretch is effectively unsafe and largely unusable by the general public, now accustomed to few or no cars in our park (a change we welcome).

23. **Domination**—in short, the effective area occupied by Wireless—both directly and indirectly—is likely to be much more than the amount stated – perhaps *half* of the total of *equivalent* grass area, open to the general public. But that does not accurately reflect Wireless' impact: the greatly amplified noise dominates 100% of the park and the surrounding neighbourhoods. It carries over into residential areas in three Boroughs and—depending on wind, terrain and the noise frequency—the low bass noise is heard up to two miles away, whether residents want to hear it or not.

24. **PR**—during a previous Wireless event, the council's public relations Team tweeted that the rest of our park is open “as usual”, which is misleading, if not untruthful.

25. **Apology**—This past summer (2021) Wireless decamped to Crystal Palace. We know how that event was received by south London residents, both from our contacts with fellow park friends in the Crystal Palace area and from the media:

26. <https://insidecroydon.com/2021/09/14/park-trust-forced-to-issueapology-after-raucous-rap-weekend/>

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27. Although *The Crystal Palace Trust* did issue an apology over Wireless (above), neither Parks nor Haringey Council have apologised for previous conduct of Wireless. Previous mismanagement was comprehensively detailed by Islington Council's published evidence to the Licence Review (of which the Friends hold a copy).

28. **Conflict of interest**—The council's Major Events policy, as enabled and promoted by Parks, also places the council's Licensing Authority in a compromised position. The Licensing Department cannot be unaware that their employer (as landlord) and their sister department, Parks, *want* Major Events for funding income.

29. **Compromising**—This apparent conflict-of-interest may have applied to the issuing of a Licence in the first place, but is likely to exist in the *enforcement* of the Licence conditions. Those modest, amended conditions came out of the License Review, but were later watered down by lawyers acting for the council and Live Nation: behind closed doors. Licensing will surely understand that they are not expected rigorously to enforce the (enfeebled) conditions with the same rigour that they would apply to a Licensee where their employer does not have a financial stake in the business.

30. **Monitoring**—the need for genuine, independent objective monitoring of the huge event—especially on safety grounds—has been underlined by the tragic events at *Astroworld*, Houston, Texas on 5 November 2021. At that 50,000-person festival, a mass crushing caused the deaths of 10 concertgoers and injured hundreds. The same organiser and at least one of the same artists were involved, as at Wireless. Live Nation was served with a Restraining Order and \$1 million damages will be sought at a Jury trial.

31. On 8 November, *The Houston Chronicle* reported that, *Live Nation Entertainment and its subsidiary Live Nation Worldwide have been linked to at least 750 injuries and around 200 deaths at its events in seven countries since 2006, according to a review of court records, Occupational Safety and Health complaints and news reports. The company has also come under federal scrutiny for work safety and antitrust violations.*

32. **Their events are simply too big**—It is unclear whether or not Parks knew of the past conduct of this company. There was a widely publicised mass break-in at Wireless some years ago but not repeated since. In 2018 two festival goers died after attending the event. While it could be said to be a tribute to safety planning, given the similarities to *Astroworld* it could equally be suggested that Live Nation—and by extension Haringey Council—have been lucky. So far.

33. **The Council's Major Events policy allows for festivals in our park of the same size as the ill-fated *Astroworld* event. The council now need to better consider the risks, including legal perils they run as Landlord, Licensing Authority and as the Local Authority coordinator.**

34. **Pollution**—We note that (a) regular cars have been banned from our park for some time (we support that) and (b) on 25 October 2021, the Ultra Low Emission Zone was implemented. However, the setup and breakdown of Parks' biggest customer's event generates a large number of movements of some of the biggest diesel engine vehicles. Plus, multiple diesel generators for lighting. This, in a *park* of all places, is inconsistent with Haringey's duty to help support the ULEZ; wider environmental policies in general and not least in curtailing air pollution.

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35. **Damage**—this year's Krankbrother event was held in the oldest part of the park, the part most like a nature reserve (we record here that we object to the proposed Krankbrother event in 2022). The ground was churned by c. 3,000 of pairs of feet, leading to a mixture of mud and excreta. The damage deposit (£15,000?) required by Parks for this and especially Wireless, show that Parks expect and anticipate damage to our park. When damage is repeated and expected, this suggests that the landlord, steward and *trustee on behalf of the public*, is acting with less than full responsibility.

36. **Tarmacadam**—Our park's paths were given a complete makeover in 2003 thanks to a large grant from the Heritage Lottery Fund, an application *supported by the Friends*. With each Wireless event since then, the pebble-dashed surface has deteriorated. The scarring is eventually patched with non-matching tarmac, but the cheap and cheerless patching breaks up. There are many examples of poor condition. Parks declined to reinstate the damaged parts to the Lottery Grant-condition, claiming that it would be too expensive.

37. The paths in the "bandstand field" were originally intended for the *pedestrian* public. In recent years, these have been widened with tarmac so as to accommodate the council's customer's heavy vehicles and machinery. By contrast, these roadways are kept in good condition. A trench was dug in the main field to accommodate their big customer's cables between two locations.

38. **Investment**—Promised improvements have not materialised. About five months ago, poles for CCTV cameras were erected and wired up, but without cameras.

39. **Accounts**—the Friends have asked Parks for a financial statement for our Park, showing income and expenditure. The council ought to have begun drawing up separate accounts for Finsbury Park following the High Court ruling in November 2017. Our parks are held by councils *in trust* for the use of the public for its recreation (paragraphs 15 to 17 of the judgement of 16 November 2017) and the law relating to Trustee responsibilities may apply.

40. **Muir vs Wandsworth Council**—just a few months earlier (28 July 2017), the matter of councils extracting a profit from a park was considered. *Making a profit*: it is clear from paragraph 75 of this judgment that councils are trustees acting on behalf of beneficiaries (the public) and cannot lawfully make a profit from land held under the *Open Spaces Act*.

41. Put another way, a council cannot properly use rent paid by the hirer for *general* purposes; this income may only be used for the purpose of improving or maintaining a park. As applied to Finsbury Park, this means that, of all income streams, including all income from leases and lettings in our park that are paid to Haringey Council from all rentals—especially including the Wireless Land Use Agreements—must be *spent* in the park..

42. The council appears to accept this is the case and—albeit in a public relations format—has claimed—that *All income generated through events specifically held in Finsbury Park, will be spent in Finsbury Park as required under the Open Spaces Act 1906*:

43. <https://www.haringey.gov.uk/libraries-sport-and-leisure/parksand-open-spaces/events-and-activities/events-parks/frequentlyasked-questions-events-parks>

44. In order to give meaning and effect to this guiding principle, the council ought to have begun drawing up separate accounts for Finsbury Park operations, at least since the High Court judgement and at least for their implied internal purposes. Either, Haringey has drawn

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up full accounts for our park to ensure they match the claim on their website—and has withheld them—or the council has simply not drawn up separate accounts as it needs to.

45. The principle in law needs not only to be implemented, it needs *to be seen* to be implemented. The Friends need to see a meaningful proper set of accounts for our park, for the financial years following the High Court ruling. The accounts should show a breakdown of all income and expenditure.

46. **GAAP**—we should be able to assume that any and all accounting information that Parks might supply, is fully compliant with *GAAP* (Generally Accepted Accounting Principles), fully transparent, with overheads correctly apportioned and be capable of independent, external audit. If necessary, by an accountant.

47. **Judgement & sensitivity**—Parks misjudged the appropriateness of the *Open Arms* event. The community was obliged to campaign against this misconceived event. Members of the local community began an online petition against it that garnered more than 1,000 signatures within a week. A similar response would be likely for 2022 events.

48. **Established businesses**—our opposition to Parks' proposed four month-long pop-up-pub was based partly on the likely effect on regular park users and residents, but also out of concern for the impact on the business of the *Park View* café. Parks appear to have insufficient regard for the commitment and health of established businesses in our park.

49. Over the past several summers, the *Lakeside* Café has been severely affected due to the huge noise of Wireless, less than 30 metres away. The two established cafes are open year-round and rely on peak summer takings to tide them over the lean winter period. The noise monitoring stations paid for by Wireless are located outside our park and none has been located by the café. A station there would provide objective evidence of why three-quarters of their custom is driven away.

50. We believe that the Department has lost sight of for whom they are working. The real “customers” are ordinary park users and residents from three Boroughs and beyond. The costs, damage and drawbacks are disregarded.

51. The new Haringey leadership from May 2021 promised a council that would “really listen”, collaborate and engage in co-production with residents. In good faith, we have entered into consultations that Parks have made on behalf of their Major Event customers. However, there is no evidence that representations have made any difference and the impression given is that consultations and “feedback” are made solely for form's sake.

52. We urge the council to rescind the Major Events Policy with immediate effect. A rescinding would still allow large events, but limited to 10,000 persons, which is still a huge number for an urban park, but preferable to the unreasonable and unmanageable figure of up to 50,000 permitted by their misconceived Events Policy.

53. We look forward to meaningful *co-production*.

54. Please acknowledge receipt of this letter, thank you.