

# LAVANT VILLAGE GREEN

## USAGE AGREEMENT

*For the purposes of this agreement, the term USER means the user of the Village Green and signatory of this agreement or, where the USER is an organisation, the authorised representative. Lavant Parish Council hereafter referred to as LPC.*

This agreement is made on (DATE):

between the **LAVANT PARISH COUNCIL AUTHORISED REPRESENTATIVE:**

**The Clerk**

**Lavant Memorial Hall**

**Pook Lane**

**East Lavant**

**PO18 0AH**

email: [clerk@lavantparishcouncil.gov.uk](mailto:clerk@lavantparishcouncil.gov.uk)

and the **USER:**

Name: .....

Address: .....

.....

Telephone Number(s): .....

Email: .....

whereby, in consideration of the sums detailed below, the Council agree to permit **USE** of the Village Green for the purpose of the event, and for the period described below.

### **DATE(S) REQUIRED:**

**From:** ..... **To:** .....

### **TIME REQUIRED:**

**From:** ..... **To:** .....

*(Please allow sufficient time for preparation and clearing up)*

**Please provide full details of the intended use of the Village Green (e.g. family party, sports games, live music performance, charity event):**

**Please note the following:**

- USE OF THE VILLAGE GREEN may only be requested by Lavant residents or those with a close association with Lavant.

If you are not a Lavant resident please state nature of association with the village:

- Users cannot claim exclusive rights to use the Village Green. Other members of the public cannot be excluded from using the Green.

## CHARGES

**There is no charge.**

However, a refundable **Damage Security Deposit of £100 is payable in advance.**

We do ask for a **voluntary payment of £25.00** to help with the upkeep of the Village Green. This would be very much appreciated.

It can be made via a cheque made payable to **Lavant Parish Council or via BACS.**

**Account name: Lavant Parish Council**

**Sort code: 60-83-01**

**Account number: 20512617**

*Both may be paid via separate cheques made payable as above. The cheque for the damage deposit will be destroyed following the period of hire, provided that no damage has been caused to the Green. If paying via BACS, the full amount of £125 should be paid, and the £100 Deposit will be refunded provided that no damage has been caused to the Green.*

## FURTHER DETAILS RELATED TO REQUEST

1. Do you wish to have a bouncy castle (or similar inflatable) or erect a marquee/gazebo?

***PLEASE NOTE THAT MARQUEES IN EXCESS OF 6m X 3m ARE NOT PERMITTED, although Lavant Parish Council exceptionally reserves the right to allow larger marquees for specific village events***

YES/NO

Please provide details below and see Appendix 1 for more information:

2. Do you intend to use a BBQ? YES/NO

3. Do you plan to have a live music performance? YES/NO

4. Do you plan to have alcohol at your event? YES/NO

5. If the answer to Question 4 is YES, do you intend to charge for alcohol being served? YES/NO

The Parish Council does not hold an alcohol licence and therefore if you answer YES to question 5 you will need to seek written permission from Chichester District Council by applying for a Temporary

Event Notice. This is a legal requirement. The Environmental Health Department and the Police must also be informed. A copy of the licence will be required by the Parish Council.

Where a licensable event is to be held the USER shall be responsible for obtaining such authorisation as may be needed.

**STANDARD CONDITIONS OF USE**

As a Registered Open Space. The Village Green covered by a set of Byelaws applicable under Sections 12 & 15 of the Open Spaces Act 1906 and Section 164 of the Public Health Act 1875. **Please refer to the details in Appendix 2, Standard Conditions of USE, particularly points 10, 13, 19 & 20.**

- a. No charges can be made for entry in any circumstance.
- b. Alcohol sales for profit are only allowed on the Green at charitable events. They are not allowed for non-charitable events (e.g. weddings or family parties). Only free or not-for-profit bars are allowed on the Green for non-charitable events. Where the USE involves a charge being made for alcohol, the User will need to apply for a Temporary Event Notice.
- c. If a profit-making bar is required, this will need to be located in the Memorial Hall (if this is being hired) under the Hall’s licence; the Village Hall is completely separate from the Parish Council and arrangements where necessary will need to be made with the Hall.

**Health & Safety** (see attached Standard Conditions of Use point 20):

A generic risk assessment form can be found on our website or by visiting [www.hes.gov.uk](http://www.hes.gov.uk)

The USER has completed and enclosed the Risk Assessment Form YES/NO

The USER agrees to be present during the USE YES/NO

It is hereby agreed that the Standard Conditions of Use attached in Appendix 2 (see below) shall hereto form part of the terms of the Usage Agreement unless specifically excluded.

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I agree that I have read and understand Lavant Parish Council Privacy Notice.

I agree by signing the consent box below that the Parish Council and/or its authorised Council representative may process my personal information for the purposes set out in the Privacy Notice.

I have the right to request modification on the information that LPC keeps on record.

We declare that the information given in this agreement is correct to the best of our knowledge and we acknowledge that any misstatement or misrepresentation will invalidate the agreement.

*(To be signed by the person named at 2 or on behalf of the organisation named at 2 above, where applicable).*

Signature:

Date:

## APPENDIX 1

### The Use of Bouncy Castles or other inflatables, and Marquees or Gazebos

Lavant Parish Council is usually happy to allow the use of bouncy castles/inflatables/marquees on the village green under certain conditions as follows:

Lavant Parish Council has public liability insurance in respect of its responsibilities as owner of the land. However, this does NOT cover any injury, loss or damage sustained arising from the use of a bouncy castle or other similar inflatable device, or marquee.

If you place a bouncy castle or other inflatable device or marquee on the Village Green, you are required to indemnify Lavant Parish Council against all liabilities, costs, expenses, damages and losses, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with any claim made against us by either you or any third party arising out of or in connection with the use of any bouncy castle or other inflatable device on the Village Green.

Lavant Parish Council would recommend you choose one of the following two options:

1. Use the services of a bouncy castle/inflatable hire company/marquee hire company with their own public liability insurance who will not only supply the equipment but also operate and supervise at all times during its use.
2. If this is not possible, your home contents insurance may provide cover. This must be checked with your insurer, and **proof of cover will be required by Lavant Parish Council at least 10 days before the day of use on the village green.** You will be required to supervise inflatables at all times.

If your home contents policy does not provide cover, you should arrange a short-term public liability insurance policy from a company such as [Leisure Insure](#). Other companies may be available. **A valid public liability insurance certificate must be sent to Lavant Parish Council 10 days before the event takes place.**

It is your responsibility to explicitly follow the insurer's requirements to ensure that full cover is provided.

**Lavant Parish Council reserves the right to decline any application to use an inflatable device, marquee or gazebo on the Village Green.**

**LAVANT PARISH COUNCIL - STANDARD CONDITIONS OF USE****(PLEASE RETAIN for REFERENCE)**

*For the purposes of these conditions, the term USER means the signatory to this agreement or, where the USER is an organisation, the authorised representative.*

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The Parish Council is responsible for Lavant Village Green and is its legal custodian. As a Registered Open Space, legally it must remain open to local residents and be accessible at all times. It cannot be used for commercial activity, and no charge can be made for access to the Green.

**1. SUPERVISION**

**USERS** of the Village Green during the period of the usage, are responsible for the supervision of the premises, the fabric and contents; their care, safety from damage however slight or change of any sort; and for the behaviour of all persons using the premises whatever their capacity. This includes the proper supervision of car parking arrangements and ensuring that any parking on Pook Lane/Sheepwash Lane by persons using the Village Green does not obstruct the free flow of normal traffic or access to any premises.

**USERS** of the Village Green should ensure that their activities do not cause unnecessary nuisance or annoyance to others in the vicinity. **USERS** leaving the Village Green after 10p.m. should do so with minimum noise to avoid disturbance to the Village Green's neighbours and will indemnify the COUNCILS against any claims so arising. The **USER** will be responsible for accounting for all persons in the Village Green in the event of a fire evacuation, and report accordingly to the attending fire officer.

**2. USE OF PREMISES**

The **USER** will not use the Village Green for any purpose other than that described in the USAGE agreement. The **USER** will not sub-let or use the Village Green or allow it to be used for any unlawful purpose or in any unlawful way nor do anything or bring anything onto the Village Green which may endanger the same or render invalid any insurance policies in respect thereof. The **USER** will not allow the sale or consumption of alcoholic liquor on the Village Green without prior written permission of the Local Authority (CDC) or their agent.

**3. LICENCES**

The **USER** will be responsible for obtaining such licences as may be needed whether for the *sale* or consumption of intoxicating liquor and any other licensing needs and provide LPC with evidence of such documentation. The **USER** will ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. The Council does not have a TV licence and so the **USER** must not watch or record live TV programmes on any channel or download or watch BBC programmes on iPlayer on any device plugged into the mains while using the Village Green.

**4. PUBLIC SAFETY COMPLIANCE**

The **USER** of the Village Green will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Local Magistrates' Court or otherwise, particularly when hosting events that include music, public dancing, stage plays or other similar public entertainment.

**5. HEALTH AND HYGIENE**

If preparing and/or serving food, the **USER** will observe all the relevant food health hygiene legislation and regulations and any additional public health regulations or guidance that may be brought into force at any time (e.g. Covid-19).

**6. ELECTRICAL APPLIANCE SAFETY**

Electrical appliances must be safe, in good working order and comply with the Electricity at Work Regulations 1989, and be used in a safe manner. Where a residual circuit breaker is required under terms of the Public Entertainment Licence or Community Premises Licence, the **USER** must make use of it.

## **7. INDEMNITY**

**USERS** of the Village Green shall indemnify LAVANT PARISH COUNCIL for the cost of repair of any damage done to any part of the Grounds which may occur during the period of USAGE as a result of the USE.

**USERS** of the Village Green are responsible for insuring against any third-party claims which may lie against them (or their organisation if acting as a representative) whilst using the Village Green.

## **8. ACCIDENTS AND DANGEROUS OCCURRENCES**

In accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, the **USER** must report all accidents involving injury to the public to the Clerk of LAVANT PARISH COUNCIL as soon as possible. Certain types of accident or injury must be reported to the local authority on the relevant form, which is available from the parish clerk.

## **9. FIREWORKS**

The use of fireworks on the site is prohibited. The COUNCIL may waive this prohibition in exceptional circumstances and where the appropriate health and safety requirements are met and an appropriate indemnity is given by the USER. The use of smoke machines is prohibited.

## **10. VILLAGE GREEN – A REGISTERED OPEN SPACE**

The Green is covered by a set of Byelaws under sections 12 & 15 of the Open Spaces Act 1906 and Section 164 of the Public Health Act 1875, under which the following restrictions apply:

- NO person should remove or displace any barrier, railing post or seat within the ground.
- NO person shall walk, ride or graze horses or any animal, without consent of the Council.
- NO person shall set to kill, injure or disturb any animal, engage in hunting or shooting.
- NO person shall erect a tent or use a vehicle caravan for purpose of camping.
- NO person shall light a fire or BBQ at an event, without consent of the Council.
- NO Motor Vehicle can drive on the ground without permission granted by the Council.
- NO cycling on the ground without reasonable excuse.
- ANY ball games played must not cause annoyance to others whilst using the ground
- NO person should climb, tie any items, or cause damage to any trees or plants in the ground.
- NO person shall engage in the sport of archery/javelin/disc/hammer or shot without consent of the Council.
- NO person shall drive, chip or pitch a hard golf ball.
- NO person shall release for flight a model aircraft or drone which weighs more than 7Kg without its fuel. Power-driven aircraft are prohibited to take off or land without consent from the council or reasonable excuse.
- NO person shall fly a Kite/s.
- NO person shall without consent of the council use a device designed or adapted for detecting or location any metal or mineral in the ground. Any finds belong to the council.
- NO person may enter the preserved cricket wicket (marked by stakes/ropes).

## **11. COMPLIANCE WITH THE CHILDREN ACT**

The **USER** shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only persons with parental responsibility or who has care of a child have access to the children.

NB: - Any organisation or individual USAGE of the Green for the purpose of holding activities where Ofsted registration is required should show their registration and their own Child Protection/Vulnerable Persons Policy to Lavant Parish Council in advance of the event.

## **12. FLY POSTING**

The **USER** of the Village Green must not carry out or permit fly posting or any other form of unauthorised advertisements without permission for any event taking place at the Village Green, and shall indemnify LAVANT

PARISH COUNCIL accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **13. ENTRY CHARGES AND SALE OF GOODS**

The **USER** is not permitted to charge entry to the Village Green for any purpose whatsoever. The **USER** is also not permitted to sell goods unless for the purpose of fundraising at a charitable event.

### **14. CANCELLATION BY USER**

If the **USER** wishes to cancel the booking before the date of the event any deposit will be refunded.

### **15. CANCELLATION BY COUNCIL**

LAVANT PARISH COUNCIL reserves the right to cancel this USAGE in the event of the Green being required for use as a Polling Station for a Parliamentary or Local Government Election or Bye-election or in an Emergency, in which case the **USER** of the Village Green shall be entitled to a refund of any money already in deposit.

### **16. UNFIT FOR USE**

In the event of the Village Green or any part thereof being unfit for USE, LAVANT PARISH COUNCIL shall not be liable to the **USER** for any resulting loss or damage whatsoever.

### **17. REFUSAL OF BOOKING**

LAVANT PARISH COUNCIL reserves the right to refuse a booking without notice or to cancel this USAGE agreement at any time either before or during the term of the agreement upon giving seven days' notice in writing to the **USER**.

The **USER/s** of the Village Green shall be entitled upon such notice to reimbursement of such monies, including the deposit, that have been paid by the **USER** to LAVANT PARISH COUNCIL. LAVANT PARISH COUNCIL shall not be liable to make any further payment to the **USER**.

### **18. UNLAWFUL OR ILLEGAL ACTIVITIES**

Under the Counter Terrorism and Security Act 2015, the **USER** shall not allow the premises to be used to disseminate extremist views.

### **19. END OF USE**

The **USER** shall be responsible for leaving the Village Green and the surrounding area in a clean and tidy condition, properly secured unless directed otherwise, and with any contents temporarily removed returned to their usual positions; otherwise LAVANT PARISH COUNCIL shall be at liberty to withhold the deposit.

### **20. HEALTH AND SAFETY ON THE VILLAGE GREEN**

LAVANT PARISH COUNCIL wishes the **USER** a safe, comfortable, and enjoyable USE. The following should be borne in mind:

- If you USE the Green for an event and/or activity, you are responsible for the health and safety of yourself and third parties arising from the event or activity. You are expected to comply with all the safety requirements set out by LAVANT PARISH COUNCIL in the 'USAGE Agreement', the Conditions of USE, and with safety notices on the Green, and to accept responsibility to do everything possible to prevent injury to yourself or others.
- It is strongly advised that you take out Public Liability Insurance for yourselves/your event. Your insurers may require you to complete a Risk Assessment. If you do not insure yourselves or your insurance company do not require a Risk Assessment form, you must complete the generic Risk Assessment form, which can be found on our website or by visiting [www.hes.gov.uk](http://www.hes.gov.uk)
- **A completed Risk Assessment form must be submitted to LAVANT PARISH COUNCIL for each event that is held.**

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### DATA PROTECTION

#### USER'S PRIVACY NOTICE

When you USE the Village Green we will process and store the personal information you provide (such as name, address, email address, phone number) so that we can contact you, respond to your correspondence, provide information, and send invoices and receipts relating to your USE agreement. Your personal information will not be shared with any third party without your prior consent.

#### LAVANT PARISH COUNCIL: RIGHT TO PROCESS INFORMATION

Under Article 6 of the General Data Protection Regulations, processing data is lawful only if certain conditions apply, such as:

- Processing is with consent of the data subject, or
- Processing is necessary for compliance with a legal obligation, or
- Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract

#### INFORMATION SECURITY

LAVANT PARISH COUNCIL takes care to ensure the security of personal data. We make sure that your information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure.

**We will only keep your data for the purpose it was collected for and only for as long as is necessary, after which it will be deleted. Normally we will retain it for no more than 18 months, or 24 months after the last USAGE if you are a regular USER.**

#### YOUR RIGHTS

**Access to Information:** You have the right to request access to the information we have on you.

**Information Correction:** If you believe that the information we have about you is incorrect, you may contact us so that we can update it and keep your data accurate.

**Information Deletion:** You may request LAVANT PARISH COUNCIL to delete the information about you.

You can do any of these by contacting our parish clerk: [clerk@lavantparishcouncil.gov.uk](mailto:clerk@lavantparishcouncil.gov.uk)

**Right to Object and Complaints:** If you believe that your data is not being processed for the purpose it has been collected for or if you have a complaint about the way your personal data has been processed, please contact our parish clerk: [clerk@lavantparishcouncil.gov.uk](mailto:clerk@lavantparishcouncil.gov.uk)

If you are not satisfied, you may complain to the Information Commissioner's Office [casework@ico.org.uk](mailto:casework@ico.org.uk)

Tel: 0303 123 1113

#### SUMMARY

In accordance with the law, we only collect the limited amount of information about you that is necessary for correspondence, information and service provision. We do not use automated decision making or profiling of personal data. We do not sell or pass your data to third parties. We do not use your data for purposes other than those specified. We make sure your data is stored securely. We delete all information deemed to be no longer necessary. We constantly review our Privacy Policy to keep it up to date in protecting your data.