

LAVANT VILLAGE GREEN

Usage AGREEMENT

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

This agreement is made on Date: between the Lavant Parish Council and the USER named below, whereby, in consideration of the sums mentioned, the Council agree to permit the USER to use the premises for the purpose of the booking and for the period described below.

Lavant Parish Council Authorised Representative: -

Mrs Dawn Salter

Lavant Memorial Hall

Pook Lane

East Lavant

PO18 0AH

mobile: 07547 107124

email: clerk@lavantparishcouncil.co.uk

1. Dates Required: _____

Time Required: From _____ To _____
(Please allow sufficient time for preparation and clearing-up)

2. USER's Name: _____

Address: _____

Telephone Number: _____

Email: _____

3. The Village Green may only be booked by Lavant residents or those with a close association with Lavant. There is no charge, however we do require a refundable Damage Security Deposit of £100. A donation to help with the upkeep of the Village Green would be very much appreciated.

a. Damage Security Deposit: £100.00

(The cheque for the damage deposit will be destroyed following the period of hire, provided that no damage has been caused to the Green.)

b. Donation towards upkeep of the Village Green: £ _____

(Payment suggested is £25 due 21 days before the event for which the Green is booked)

Cheques should be made payable to Lavant Parish Council.

Separate cheques are required for the Damage Security Deposit and any Donation.

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

5. Do you wish to have a bouncy castle (or similar inflatable) or erect a marquee/gazebo?
Please provide details below and see Appendix 1 for more information. YES/NO
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6. a. Do you plan to have alcohol at your event? YES/NO
b. Do you plan to have a live music performance? YES/NO

If you answer yes to questions 6a or 6b, 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. Where a licensable event is to be held the USER shall be responsible for obtaining such authorisation as may be needed.

PLEASE NOTE:

- a. No charges can be made for entry under any circumstances.
b. Alcohol sales for profit are only allowed on the Green at charitable events. They are not allowed for non-charitable events (eg weddings or family parties). Only free or not-for-profit bars are allowed on the Green for non-charitable events. If a profit making bar is required this will need to be held in the Village Hall (if this is being hired) under the Hall's licence.

7. **Health & Safety** (see attached Standard Conditions of Use, point 20)
Completed Risk Assessment Form enclosed? YES/NO

The USER agrees with Lavant Parish Council to be present during the USE and to perform the provisions and stipulations contained or referred to in the Lavant Parish Council's Standard Conditions of USE for the time being in force as annexed hereto at Appendix 2 (an understanding of which the USER acknowledges).

IMPORTANT NOTE: The Village Green is a registered Open Space. It is 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 the Standard Conditions of USE, particularly points 10, 13, 19 & 20.**

It is hereby agreed that the Standard Conditions of Use attached hereto shall 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 you keep on record.

Signed by the person named at 2 or on behalf of the organisation named at 2 above, where applicable.

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.

Signature: Date:

Use of Bouncy Castles or other inflatables, 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:

The village green can never be used in exclusivity. This means that members of the public cannot be excluded from using the green at any time.

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. Lavant Parish Council would recommend you chose 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, you should look to arrange a short period public liability insurance policy. It is possible that cover may be provided by your home contents policy (if you have one) but this must be checked with your insurer. **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 have to supervise any inflatables at all times.

If your existing home contents insurance policy does not provide cover, cover may be obtained from a company offering one day public liability insurance for inflatables [Leisure Insure](#). There may be other companies available as well. Lavant Parish Council is not promoting one company above another. Once again, 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 ensure that the insurer's requirements are explicitly followed to ensure that full cover is provided.

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 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 the custodian of and responsible for Lavant's Village Green. The Green is a registered Village Green and as such it is for the enjoyment of all local residents at all times. The Green has by Law to remain open and all of it has to be freely accessible at all times to local residents. It cannot be used for commercial activity and no charge can be made for access onto the Green.

- 1. Supervision.** The **USER** 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 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.

The **USER** of the Village Green ensure that his or her activities do not cause unreasonable nuisance or annoyance to others in the vicinity and that persons leaving the Village Green after 10p.m. 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** of the Village Green will not use the Village Green for any purpose other than that described in the USAGE agreement. The **USER** of the Village Green will not sub-let or use the Village Green or allow the Village Green 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** of the Village Green will not allow the sale or consumption of alcoholic liquor thereon without prior written permission of the Local Authority (CDC) or their agent.
- 3. Licences.** The **USER** of the Village Green 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 LAVANT PARISH COUNCIL with evidence of such documentation. The **USER** of the Village Green 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** of the Village Green 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.
- 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 in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 5. Health and Hygiene.** The **USER** of the Village Green, if preparing and/or serving food, will observe all the relevant food health hygiene legislation and regulations and observe any additional public health regulations or guidance that may be brought into force at any time (eg 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 are used in a safe manner. Where a residual circuit breaker is provided under terms of the Public Entertainment Licence or Community Premises Licence, the **USER** must make use of it in the interests of public safety.
- 7. Indemnity.** The **USER** of the Village Green 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 the USAGE as a result of the USE.
The **USER** of the Village Green are responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Village Green.
- 8. Accidents and Dangerous Occurrences.** 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 on a special form to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

9. **Fireworks.** The use of fireworks on the site is prohibited. The COUNCILs 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 all 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, where these 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 tree or plants in the ground.
 - NO person shall engage in 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 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** of the Village Green ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only it and proper persons 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.
12. **Fly Posting.** The **USER** of the Village Green must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Village Green, and shall indemnify the **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. **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 fund raising at a charitable event.
14. **Cancellation by USER.** If the **USER** wish to cancel the booking before the date of the event any deposit will be refunded.
15. **Cancellation by Council.** **LAVANT PARISH COUNCIL** reserve 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 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 rendered unfit for the **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** reserve the right to refuse a booking after discussion at full council, once a month 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 be entitled upon such notice to reimbursement of such monies including the deposit have been paid by the **USER** to **LAVANT PARISH COUNCIL**. **LAVANT PARISH COUNCIL** shall not to 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 surrounding area in a clean and tidy condition, properly secured unless directed otherwise and any contents temporarily removed from their usual positions replaced, 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.

- 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 the practices set out by LAVANT PARISH COUNCIL with all safety requirements set out in the 'USAGE Agreement', the Conditions of USE, and with safety notices on the Green and to accept responsibility to do everything you can 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
- **A completed Risk Assessment form must be submitted to LAVANT PARISH COUNCIL for each event that is held.**

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USERS Privacy Notice

When you USE the Village Green we will process and store the information you provide (personal information such as name, address, email address, phone number) so that we can contact you and 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, Mrs Dawn Salter clerk@lavantparishcouncil.co.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 Chairman: james.pickford@lavantparishcouncil.co.uk If you are not satisfied, you may complain to the Information Commissioner's Office casework@ico.org.uk Tel: 0303 123 1113

To Sum Up

In accordance with the law, we only collect a 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.