



# Utterby Parish Council

## **Terms & Conditions to Hire Utterby Village Green**

The Hirer hereby agrees to all of the following terms and conditions of hire for Utterby Village Green.

### **Introduction**

Utterby Village Green ("the Green") is owned and administered by Utterby Parish Council on behalf of all village residents.

Applications to use the Green for events should be submitted to the Parish Clerk, whose contact details can be found on the Council's website: <https://utterby.parish.lincolnshire.gov.uk/>

Utterby Village Hall may also be hired in conjunction with the Green for the same event. To check availability please contact the secretary at: [thevillagehallutterby@gmail.com](mailto:thevillagehallutterby@gmail.com) or telephone 07394 957227.

### **General Terms and Conditions**

1. The Hirer must:
  - Be aged 21 or over
  - Accept responsibility for being in charge of the event and on the premises at all times. Where an organisation is named, that organisation shall also be considered the Hirer and jointly liable.
2. The Hirer must provide the following information in writing to the Parish Clerk:
  - Full description of the event, including maximum numbers of attendees and timings.
  - Description and positioning of any marquees, gazebos or other temporary structures.
  - Description and positioning of any lighting, music or other electrical systems.
3. If Utterby Parish Council determine that the event would have an impact beyond the Green itself, they reserve the right to require the Hirer to notify all residents of properties in the vicinity.
4. The Hirer must provide evidence of valid public liability insurance.
5. The Hirer is not allowed to sublet any part of the Green to be used by another organisation.
6. This Agreement constitutes permission only to use the Green for the event in question and confers no tenancy or other right of occupation.
7. The Hirer acknowledges and agrees that the Green is a public open space and that this Agreement does not confer exclusive use of the Green by the Hirer or the event.
8. The Hirer shall indemnify Utterby Parish Council against all claims arising from the event.
9. The Hirer shall provide two forms of identity and address when returning the Hiring Agreement. Suitable forms of identity are a copy of a photo driving licence, passport, other form of photo ID (but not a work ID/ access card) **and** a recent utility bill.

10. No vehicles to be driven upon, or parked on, the Green without prior permission from Utterby Parish Council. All vehicles are left entirely at their owner's risk.

#### **Alcohol**

11. Utterby Village Green is **not** licensed for the sale or supply of alcohol. If alcohol is to be served on the Village Green or in the Village Hall, the Hirer must apply to East Lindsey District Council (ELDC) for a Temporary Event Notice (TEN).

The TEN must be prominently displayed at the event and a copy supplied to the Clerk of Utterby Parish Council. For further details of TENs, the Hirer should contact ELDC at The Hub, Mareham Rd, Horncastle LN9 6PH.

#### **Unlawful Substances and/or Activities**

12. The Hirer shall ensure that no one attending the event consumes excessive amounts of alcohol or illegal drugs.
13. The Hirer shall ensure that the Village Green is not used for any activity that is in contravention of the law relating to gaming, betting and lotteries.

#### **Behaviour**

14. Abusive and/or threatening behaviour (whether verbal or physical) and drunk and disorderly behaviour shall not be permitted. The Hirer shall be responsible for ensuring that any person suspected of being drunk, under the influence of drugs, or behaving in an abusive, threatening, violent or disorderly way is instructed to leave the event.

#### **Music**

15. Where music is to be played or performed, the Hirer shall ensure they hold a Performing Rights Society Licence and Public Performance Licence. The Hirer shall indemnify Utterby Parish Council against all claims, demands, actions and proceedings arising out of any infringement of copyright.
16. The Hirer shall not grant sound, advertising, television broadcasting or film rights without the prior written consent of Utterby Parish Council. If such consent is given, Utterby Parish Council reserves the right to be a party to any negotiations and to the terms and conditions of any contract reached and an agreed share of any income or publicity derived therefrom.

#### **Commercial Use**

17. The Hirer shall not permit the use of the Green for any commercial profit making or retail trading purposes other than as declared in the application and such consent has been granted by Utterby Parish Council in advance of the event.

#### **Other Restrictions**

18. No model aircraft, drones or similar powered aircraft shall be used on the Green at any time during the event.
19. No fireworks or other pyrotechnic devices are permitted to be used on the Green during the event, without the prior written permission of Utterby Parish Council.
20. To avoid damage/detriment to the Green, no open fires, temporary barbeques or similar will be permitted without the express permission of Utterby Parish Council.

21. The Hirer shall ensure adequate fire precautions are exercised at the event at all times.
22. No notices erected, displayed or provided by Utterby Parish Council may be removed or covered up, without the prior express permission.
23. The Hirer shall ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent related legislation.
24. The Hirer shall document and report all accidents involving injury to any person attending the event as soon as possible, in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
25. The Hirer shall ensure attendees do not leave any personal property or valuables unattended during the period of hire. All such personal property and valuables shall remain entirely at their owner's risk. Utterby Parish Council shall not be held responsible or have any liability for damage to or theft of such personal property or valuables.
26. Utterby Parish Council accepts no liability for any loss, damage, injury (whether to property or person) or death, howsoever caused, in relation to the event or the hiring of the Green.

#### **After the Event**

27. Any temporary structure and/or floor coverings erected on the Green shall be removed within one (1) day after the period of hire.
28. The Hirer shall undertake to make good any damage to the Green or its furniture, such as benches, at the Hirer's cost. Any existing damage to the Green or its furniture should be brought to the attention of Utterby Parish Council before the event. Utterby Parish Council shall charge the Hirer for all reasonable costs incurred in making good any damage to the Green or its furniture, arising from the event.
29. The Hirer shall collect and remove from the Green any rubbish or refuse arising from the event. Utterby Parish Council shall charge the Hirer for all reasonable costs incurred in disposing of rubbish or refuse arising from the event.

#### **Cancellation or Alteration**

30. The Hirer shall notify Utterby Parish Council in writing any alteration to, or cancellation, of the booking at least seven (7) calendar days in advance of the date of the proposed hire.

If an alteration to the hire date is requested by the Hirer, Utterby Parish Council will make reasonable efforts to accommodate the request.

#### **Data Privacy**

31. For the purposes of the Data Protection Act 2018 ("DPA2018") the Hirer consents to Utterby Parish Council processing the Hirer's Personal Data. Utterby Parish Council will only use the data in relation to the hire of the Green, and it will be deleted immediately afterwards.

### Utterby Village Green Booking Form

To be completed by the Hirer:

<b>Name and Address</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Description of Event</b>	
<b>Date of Event</b>	
<b>Period of Use (maximum: 08:00-23:00)</b>	