

DADLINGTON 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.

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 Dadlington residents or those with a close association with Dadlington. There is no charge, however we do require a refundable Damage Security Deposit of £100 which will be destroyed following the period of hire, provided that no damage has been caused to the Green.

Damage Security Deposit: £100.00

Optional donation towards the upkeep of the Village Green: £ _____

(Cheques should be made payable to Sutton Cheney Parish Council)

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

5. Do you wish to have any of the following at your event?

- Bouncy castle or similar large inflatable
 - Marquee or gazebo
 - Provision of alcohol
 - Live music performance
- YES/NO

If you answered yes, you might need permission for a temporary licence from Hinckley & Bosworth Borough Council. Where a licensable event is to be held the USER shall be responsible for obtaining such authorisation as may be needed.

PLEASE NOTE:

No charges can be made for entry under any circumstances.

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.

- | | |
|--|--------|
| Risk Assessment attached? | YES/NO |
| Evidence of Public Liability Insurance attached? | YES/NO |

The USER agrees with Sutton Cheney Parish Council to be present during the USE and to perform the provisions and stipulations contained or referred to in the Parish Council's Standard Conditions of USE for the time being in force.

I agree that I have read and understand the conditions of use.

I 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:

Please email your agreement form to the Parish Clerk at suttoncheneypc@gmail.com.

SUTTON CHENEY PARISH COUNCIL - STANDARD CONDITIONS OF USE

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.

Sutton Cheney Parish Council is the custodian of and responsible for Dadlington 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 to, by law, 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 is responsible for the supervision of the event and the health and safety of people attending the event. This includes the proper supervision of parking and ensuring that parking does not obstruct the free flow of normal traffic or access to any premises. The USER must ensure that his or her activities do not cause unreasonable nuisance or annoyance to others in the vicinity. The USER will also be responsible for accounting for all persons in the Village Green in the event of a fire evacuation.

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 and will not use the Village Green to be used for any unlawful purpose that may render invalid any insurance policies.

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 SUTTON CHENEY PARISH COUNCIL with evidence of such documentation.

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 SUTTON CHENEY 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 SUTTON CHENEY PARISH COUNCIL as soon as possible.

9. Fireworks.

The use of fireworks on the site is prohibited.

10. 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.

11. Cancellation

If the USER wishes to cancel the booking before the date of the event any deposit will be refunded. SUTTON CHENEY PARISH COUNCIL reserve the right to cancel this USAGE in the event of an Emergency, in which case the USER of the Village Green be entitled to a refund of any money already in deposit.

12. Refusal of Booking.

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

SUTTON CHENEY PARISH COUNCIL reserves 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 SUTTON CHENEY PARISH COUNCIL. SUTTON CHENEY PARISH COUNCIL shall not to be liable to make any further payment to the USER.

13. 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 SUTTON CHENEY PARISH COUNCIL shall be at liberty to withhold the deposit.

14. Health and Safety on The Village Green

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 SUTTON CHENEY PARISH COUNCIL with all safety requirements set out in the 'USAGE Agreement', the Conditions of USE and to accept responsibility to do everything you can to prevent injury to yourself or others. You must provide evidence that you have taken out Public Liability Insurance for your event as well as a risk assessment for your event.

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.

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

SUTTON CHENEY 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.

Access to Information

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 and will 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.