

**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.**

This agreement is made on Date: ..... between Sutton Cheney 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.

Sutton Cheney Parish Council  
**Mrs Joanne Lowe**  
**10 Little Mill Close**  
**Barlestone**  
**Nuneaton**  
**CV13 0HW**

home: 01455 699618  
email: [suttoncheneypc@gmail.com](mailto:suttoncheneypc@gmail.com)

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. 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 Sutton Cheney 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)

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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 Hinckley & Bosworth Borough 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.

7. **Health & Safety** (see attached Standard Conditions of Use, point 20)  
Completed Risk Assessment Form enclosed? YES/NO  
Have secured relevant public liability insurance cover? 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 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 Sutton Cheney 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 question 2) or on behalf of the organisation named at question 2) above, where applicable.

I/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**

Sutton Cheney 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.

Sutton Cheney 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. Sutton Cheney 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 Sutton Cheney 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.

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 Sutton Cheney 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.

***Sutton Cheney Parish Council reserves the right to decline any application to use an inflatable device, marquee or gazebo on the village green.***

**SUTTON CHENEY 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.

The 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 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 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 SUTTON CHENEY 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 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. 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. Please contact the Parish Clerk for further details. The use of all Smoke Machines is prohibited.
10. **Village Green – a registered Open Space**  
**ADD IN ANY BYELAWS – TBC**
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 SUTTON CHENEY 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.** 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.
16. **Unfit for Use.** 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.
17. **Refusal of Booking.** SUTTON CHENEY 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 SUTTON CHENEY PARISH COUNCIL. SUTTON CHENEY 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 SUTTON CHENEY PARISH COUNCIL shall be at liberty to withhold the deposit.

**20. Health and Safety on The Village Green**

SUTTON CHENEY 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 SUTTON CHENEY 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 is attached to this application pack.
- **A completed Risk Assessment form must be submitted to SUTTON CHENEY 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.

**SUTTON CHENEY 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**

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.



## Sutton Cheney Parish Council

### Risk Assessment Guide

This guide has been developed using information and advice sourced from the Health and Safety Executive (HSE). It should enable you to undertake a risk assessment for any activities meetings or events that you want to organise on Dadlington Village Green. If you are unsure on how or when to complete a risk assessment, please contact the Parish Clerk for assistance.

#### **When to do a risk assessment?**

You are responsible for ensuring the health and safety of any of the people who attend your event. A risk assessment is required and that the resulting actions are completed before any event takes place on Dadlington Village Green.

#### **Completing a risk assessment**

The process need not be complicated. It involves simply thinking about what might cause harm to people engaged in the activity and deciding whether you are taking reasonable steps to prevent or control that harm.

#### **Think about the hazards**

Consider the location and where the activity will take place, considering any equipment or resources you will use and the number and type of people that will be involved. Think about what may cause harm (these are called hazards). Consider what it is about the activity, equipment or resources used that could injure or harm you, a colleague or a member of the public/visitor.

#### **Look at who might be harmed and how**

For each hazard, think how people might be harmed – this will help you identify the best way of controlling the risk. You could also ask other people involved in the activity what they think. Some key areas to consider are:

- Slips and trips
- Access, space and escape routes
- Fire
- Manual handling
- Working at height
- Equipment and resources
- Food and drink

#### **Decide how you will control the risks**

Decide how likely it is that harm will occur from each hazard you identify and what you can do to prevent it from happening. You are not expected to remove all risk, but you must make sure you know what the main ones are and what you can do to control them responsibly. For each hazard, look at the controls/ processes you have in place for the activity and ask:

- Can you do anything else to get rid of the hazard altogether?
- If you can't get rid of a hazard, how can you control the risk so that harm is unlikely?

#### **Record your findings**

Using the template within this guide, you should record each hazard; the harm it could cause, what you are already doing to control the risk and set out any additional controlling actions you will take (including who will complete them and when).

Person completing assessment	Activity or Event Covered by Risk Assessment	Date of Risk Assessment

<b>Venue / location:</b>	
<b>Date of activity:</b>	

What is the hazard?	Who might be harmed and how?	What are you already doing to control any risk?	Do you need to do anything else to control this risk?	Action by who?	Action by when?
<b>EXAMPLE</b> Slips and trips	Event organisers, volunteers and members of public	All trip hazards identified and removed prior to event starting. Guy ropes on gazebos to be marked by hi-vis tape and removed from public access. Regular litter picks throughout the day to remove rubbish. Event organisers to clean up spillages immediately.	No	Event Organisers	Before during and after the event