

Terms & Conditions for Requests to Hire Charlton Village Green

The Village Green in Charlton is owned and administered by the Parish Council on behalf of the village residents. Applications to use the Village Green for events are administered by the Parish Council. Decisions on lettings for the Village Green will be normally considered by a committee comprising any three of the current Parish Councillors and / or the Parish Clerk unless the nature of the event requires approval by the full Parish Council. Requests to hire the Village Green should be addressed in the first instance to the Parish Clerk, bearing in mind the published dates of Parish Council Meetings.

Contact details can be found on the Charlton Village website:

(www.charlton-worcestershire.org.uk)

The Hirer hereby agrees to all of the following terms and conditions of hire:

1. The Hirer, not being a person under 18 years of age, must accept responsibility for being in charge of and on the premises at all times during the event and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met. Where an organisation is named, that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the contract. The Hirer must be in compliance with Bye laws applicable to the Village Green and any applicable legislation at all times during the hire period.
2. The Hirer must provide the following information in writing prior to commencement of the event for which the Village Green will be used:
 - Full description of proposed function / use of the green, including maximum numbers of attendees and defined time limit for the event. Events are expected to conclude no later than 10:00pm, including any music.
 - Description and positioning of any marquees / gazebos or other structures to be erected.
 - Description and positioning of any lighting, music or other electrical systems. Please note that any electrical equipment, (including Christmas tree lights), which is to be connected to any mains supply must be installed in compliance with electrical regulations in force at the time of the event and any conditions required by your Public Liability Insurer.
3. The Hirer is not allowed to sublet, hire or allow any part of the Village Green to be used by any other individual or organisation outside of the control of the hirer.
4. The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. Noise levels during the event must not exceed 35dB at any time.
5. The Hirer must put in place public liability insurance to a suitable level for the event a copy of which must be provided to the Parish Council if requested.

6. Appropriate risk assessments for the event must be undertaken by the Hirer.
7. The Hirer must indemnify Charlton Parish Council against all claims arising from the event.
8. The Hirer must notify all residents of properties in the vicinity of the Village Green of the forthcoming event in writing at least 1 week prior to the event.
9. For any Fetes and Galas
 - a) Police and Fire Brigade authorities must be consulted at least 7 days prior to the event, and again, their recommendations strictly adhered to
 - b) The Hirer should consult with their Public Liability Insurers as to whether stewards and or Qualified First Aid personnel are required and if so as to how many.
 - c) The Hirer must ensure that all areas where events are to take place are suitable for their intended purpose.
10. The Hirer must undertake to make good any damage to the Village Green, furniture such as benches, or any adjacent property arising from the event. (Any existing damage to the Village Green or its furniture should be brought to the attention of Charlton Parish Council before the event).
11. The Hirer must collect and clear any litter or rubbish arising from the event immediately after the conclusion of the event.
12. The Hirer may not permit the use of the Village Green for any commercial profit making or retail trading purposes other than as declared in this application (unless such consent has been granted in advance of the event).
13. The Hirer must undertake that no vehicles will be parked on the Village Green, adjacent pavements or footpaths during the event.
14. The Hirer must undertake that the Village Green will not be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises any illegal substance nor allow the consumption of alcohol without prior written permission.
15. The Hirer must ensure that in order to avoid disturbing neighbours of the Village green and avoid violent or criminal behaviour:
 - (i) no one attending the event consumes excessive amounts of alcohol
 - (ii) (ii) no illegal drugs are brought to the event
16. Drunk and disorderly behaviour is not permitted. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be instructed to leave the event.

17. The Hirer must ensure that nothing is done on or in relation to the Village Green in contravention of the law relating to gaming, betting and lotteries.
18. The Hirer must 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.
19. The Hirer must document and report all accidents involving injury to any person attending the event as soon as possible. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
20. This Agreement constitutes permission only to use the Village Green for the event in question and confers no tenancy or other right of occupation.

Hiring Agreement for the Hire and Use of Charlton Village Green

Name and Address of Hirer / Promoter of Event:

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Tel no: email:

Description of Event:

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Date of Event:

Period of use:
(Maximum 08:00 ~ 22:00)

Signed by: Print Name:

Dated:

For Parish Council Records

Application received (date):

Parish Council approved (date):

Approved by: Print Name:

Approved by: Print Name:

Approved by: Print Name: