

Martham Parish Council

Village Green Hire Agreement

Introduction

- Martham Parish Council own and administer applications for use of Martham’s village greens on behalf of the village residents.
- All requests to hire Martham Village Green should be addressed in the first instance to the Parish Clerk at clerk@martham.gov.uk. Applications to use Martham Village Green and all decisions will be considered by the Parish Clerk, with reference to Martham Parish Council’s Events Committee as appropriate.

Terms of hire:

- This agreement is made between the **Martham Parish Council** and the HIRER (signatory to this agreement) named below, whereby, in consideration of the sums mentioned, the Council agree to permit the HIRER to use the premises for the purpose of the booking and for the period described below.
- The Hirer agrees to all read and comply with the terms and conditions of hire for Martham Village Green and the byelaws contained in this hire agreement document (the “Agreement”).
- The Hirer must fully complete **sections A-D** of this Agreement.

SECTION A – HIRER DETAILS

Hirer Details	Enter your details below
Date of Agreement:	
HIRER name	
HIRER address	
Telephone number	
Email	
Permission to process your personal information	<ul style="list-style-type: none">• I agree that I have read and understand Martham Parish Council Privacy Notice in section 5 of this agreement. 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 or representative of the organisation named as the HIRER above where applicable. I / we declare that the information given in this agreement is correct to the best of our knowledge and I /we

	acknowledge that any misstatement or misrepresentation will invalidate the agreement.	
	Signature:	Date:

SECTION B - Event Details

Name of Event								
Which of our six greens do you wish to hire? (circle all that apply). If your event will only use Green 4 and a maximum of 1 marquee for 1 day, please complete the Small Events Village Greens Hire Agreement instead of this form.		A chart showing the location and reference number of each of the village greens is provided in Section 5h . <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">2</td> <td style="text-align: center;">3</td> <td style="text-align: center;">4</td> <td style="text-align: center;">5</td> <td style="text-align: center;">6</td> </tr> </table>	1	2	3	4	5	6
1	2	3	4	5	6			
Purpose of Booking: Please provide full details of the intended use of the Village Green. (e.g., cake stall, fete with stalls, fun fair, family fun day, family party, sports games, live music performance, faith related service, charity event). Continue on a separate sheet as required.								
Dates and times required: Please allow sufficient time to clear up each day.								
Do you intend to have any of the following at your event? Circle Yes or No below:								
Bouncy castles (or similar inflatable, gazebos or marquees?)	Yes / No	If yes, you the HIRER will be responsible for arranging your own public liability insurance . See also section 4a for further guidance. If live music and / or alcohol will be a feature of the event, you the HIRER will be responsible for: <ul style="list-style-type: none"> • Applying for written permission and a Temporary Events Notice (TEN) from GYBC. (This is a legal requirement). • Informing the Environmental Health Department at GYBC and the Police. 						
Alcohol	Yes / No							
Live Music	Yes / No							

Schedule of fees:

By providing opportunities for residents to participate in organised activities within our open spaces, the Council is supporting improved health and wellbeing. Any income generated will be used towards the cost of maintaining the open spaces and to support community groups who use open spaces.

Green Hire Contribution	<p>Damage Security Deposit: A refundable Damage Security Deposit of £150 is required and paid via BACS transfer. The Damage Security Deposit of £150 will be returned via BACS following the period of hire, provided that all this is no damage to the green and all conditions under 'clearing up after the event' in this agreement have been met.</p> <p>Cancellation by HIRER: If the HIRER wishes to cancel the booking before the date of the event any deposit will be refunded.</p>	<p>Payment due date: Payment of both a donation and Damage Security Deposit is due 21 days before the event for which the Green is booked.</p>
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SECTION C – Checklist of required HIRER actions, documents and permissions

Requirement	Further information in this document section	Completed YES / NO	Copies provided to Martham Parish Council YES / NO
Read, completed and signed Village Green Hire Form sections A-C	A-C		
TEN (Temporary Entertainments Notice) for events involving alcohol and / or live music	4c, 4f		
Event Insurance	3e		
Confirmation of Toilet hire	4p		
Deposit payment received (if applicable).	B – under Schedule of fees		
Road Closure Permission (TCN)	4b		
Health and safety risk assessment completed.	3d		
Review and ensure anyone activities comply with law relating to gaming, betting and lotteries	4d		
Review and ensure anyone preparing and/or serving food complies with relevant food health	4g		

hygiene legislation and regulations and observe any additional public health regulations or guidance			
Ensure those working with children under 8 years old have Ofsted registration.	4j		
Electrical safety checks	4h		
Confirmation of bin hire	3h		
Confirmation of Security hire?	3a		
First Aid confirmation			
PRS (Performing Rights Society) licence			
Current mechanical inspection certificate (ADIPS) for fairground rides			

Martham Parish Council - STANDARD CONDITIONS OF USE (PLEASE RETAIN for REFERENCE)

1. Introduction

1a. Definitions

- **HIRER** - For the purposes of this agreement, the term 'HIRER' means the signatory of this agreement or, where the HIRER is an organisation, the authorised representative.
- **USAGE / USE** – Purpose of hire agreed in this agreement.
- **The 'Agreement'** - Please refer to the details in the Standard Conditions of USE. It is hereby agreed that the Standard Conditions of Use attached hereto shall form part of the terms of the Agreement unless specifically excluded.

1b. Custodians of the greens

Martham Parish Council is the custodian of and responsible for Martham's Village Greens.

1c. Free access to the greens

The Greens are registered Village Greens and as such are 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. The **HIRER** is not permitted to charge entry to the Village Green for any purpose whatsoever.

1d. Open space byelaws

Our village green is covered by a set of byelaws as it is a registered open space. Byelaws are local laws made by a local council under an enabling power contained in a public general act or a local act requiring something to be done – or not done – in a specified area. They are accompanied by some sanction or penalty for their non-observance.

Under sections 12 & 15 of the Open Spaces Act 1906 and Section 164 of the Public Health Act 1875, where these restrictions apply to our village greens: -

- 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 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.

1e. Small Events

This agreement is to be used only where a HIRER intends to use one or more of Greens 1-6 for their event. If only green number 4 will be used for the event, the Small Events Village Greens Hire Agreement will apply instead.

2. Hirer's responsibilities

2a. Purpose of hire

The **HIRER** of the Village Greens will not use the Village Greens for any purpose other than that described in the USAGE agreement. The HIRER of the Village Greens will not sub-let or use the Village Greens

3. Care of and behaviour on the greens

3a. Insured, safe, lawful use

The **HIRER** of the Village Greens will not allow the Village Greens to be used for any unlawful purpose or in any unlawful way nor do anything or bring anything onto the Village Greens which may endanger the same or render invalid any insurance policies in respect thereof.

The **HIRER** agrees with Martham Parish Council to be present during the USE and to perform the provisions and stipulations contained or referred to in the Martham Parish Council's Standard Conditions of USE for the time being in force (an understanding of which the HIRER acknowledges).

The **HIRER** 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.

The **HIRER** must ensure adequate security cover is provided. Security companies are experienced in guarding similar events and will be able to advise accordingly.

3b. Indemnity

The **HIRER** of the Village Greens indemnifies MARTHAM 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 **HIRER** of the Village Green is 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

3c. Public Safety Compliance.

The HIRER of the Village Greens 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.

The **HIRER** will be responsible for accounting for all persons in the Village Greens in the event of a fire evacuation, and report accordingly to the attending fire officer. Fires may not be lit under any circumstances.

3d. Health and Safety

MARTHAM PARISH COUNCIL wishes the **HIRER** a safe, comfortable, and enjoyable USE.

If the HIRER uses the Green for an event and/or activity they are responsible for the health and safety of themselves and third parties arising from the event or activity. The HIRER must comply with the practices set out by MARTHAM PARISH COUNCIL with all safety requirements set out in this 'Agreement', the Conditions of USE, and with safety notices on the Green and to accept responsibility to do everything they can to prevent injury to themselves or others.

3e. Public liability Insurance

All HIRERS MUST take out Public Liability Insurance for themselves/your event. Insurers may require the HIRER to complete a Risk Assessment. If the HIRER does not insure themselves or their insurance company does not require a Risk Assessment form, they 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 MARTHAM PARISH COUNCIL for each event that is held.

3f. Accidents and Dangerous Occurrences

The HIRER must report all accidents involving injury to the public to the Clerk of MARTHAM 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.

3g. Prevention of nuisance

The **HIRER** of the Village Greens ensures that his or her activities do not cause unreasonable nuisance or annoyance to others in the vicinity and that persons leaving the Village Greens after 11pm do so with minimum noise to avoid disturbance to the Village Green's neighbours and will indemnify the council against any claims so arising.

3h. Clearing up after an event

At the end of an event HIRER must:

- Ensure that the Greens are left in a safe state so that members of the public will not harm themselves on anything that has been left by the HIRER and their guests/visitors.
- Remove all equipment including marquees and anything else used in connection with the event/hire from The Greens and surrounding area by the following day.
- Ensure that any loose litter left by the HIRER, or their guests/visitors is collected at the end of the event, bagged up and removed by the following day.

The Clerk may grant an extension to this rule if there are specific reasons for non-compliance. The HIRER must contact the Clerk immediately if they are unable to remove equipment within the timeframe.

The HIRER must if, after inspection, it is considered that you have not adhered to the above, the Parish Council will charge the HIRER the fee required to clean the area of any litter or debris left by them or their guests/visitors whilst attending the event. Any fees charged will be deducted from the HIRERs deposit and by signing this agreement the HIRER agree to pay any additional charges if necessary.

4. Event Specific duties and rules

4a. Use of Bouncy Castles or other inflatables, Marquees or Gazebos

Martham Parish Council **will permit** the use of bouncy castles/inflatables/marquees on the village green under the 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. Martham 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.

Martham Parish Council would recommend HIRERS 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. Look to arrange a short period public liability insurance policy. Proof of cover will be required by Martham Parish Council at least **21 days** before the day of use on the village green. HIRERS will have to supervise any inflatables at all times.

A valid public liability insurance certificate must be sent to Martham Parish Council **10 days** before the event takes place. It is the HIRERS responsibility to ensure that the insurer's requirements are explicitly followed to ensure that full cover is provided. If HIRERS place a bouncy castle or other inflatable device or marquee on the village green, HIRERS are required to indemnify Martham 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 HIRERS 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.

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

4b. Parking and traffic

The **HIRER** is responsible for proper supervision of car parking arrangements and ensuring that any parking around the green by persons using the Village Green does not obstruct the free flow of normal traffic or access to any premises.

4c. Alcohol sale or consumption

The **HIRER** of the Village Green will not allow the sale or consumption of alcoholic liquor thereon without prior written permission of the Local Authority (Great Yarmouth Borough Council) or their agent. The HIRER 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 **MARTHAM PARISH COUNCIL** with evidence of such documentation.

4d. Gaming betting and lotteries

The **HIRER** 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.

4e. Watching and recording of live TV programmes

The Council does not hold a TV licence for use on The Greens and so the HIRER 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 any mains.

4f. Live performances or music

If you plan to provide live performances or music from any source, you will also need a PRS (Performing Rights Society) licence which you will need to display. The HIRER will also be responsible for:

- **Applying for written permission and a [Temporary Events Notice \(TEN\)](#) from GYBC.** (This is a legal requirement).
- **Informing the Environmental Health Department at GYBC and the local Police.**

4g. Food related Health and Hygiene.

The HIRER 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 (e.g. Covid-19).

4h. 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 **HIRER** must make use of it in the interests of public safety.

4i. Fireworks.

The use of fireworks on the site is prohibited. The COUNCIL 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 HIRER.

4j. Activities for children

The **HIRER** of the Village Green ensures 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

4k. Fly Posting

The **HIRER** 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 MARTHAM 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.

4m. Sale of Goods

The HIRER is also not permitted to sell goods unless for the purpose of fund raising at a charitable event.

4n. Fairground Rides

- All rides must be provided with a current mechanical inspection certificate (ADIPS) as well as £10 million public liability insurance certificates and risk assessment for each piece of equipment. Copies of an up-to-date inspection certificate and insurance must be brought to the event and be available for inspection.
- All rides must be under the supervision and control of a competent adult at all times.
- During times of high use, it may be necessary to increase the level of support and such arrangements should be in place.
- Once the equipment is installed it is essential that the 'set up' is inspected by the HIRER to make sure they are happy that there are no obvious hazards.

4p. Toilet provision

If food or drink is to be served at the event, the HIRER must provide / hire:

- At least 1 toilet per 75 women expected to attend.
- At least 1 toilet per 400 men and 1 urinal per 100 men expected to attend.
- Hirer must not count Martham's public toilets or those provided by nearby businesses in the above provision. Hirer must procure their own toilets.

5. Data protection

5a. HIRER Privacy Notice

When a HIRER USES the Village Greens we will process and store the information they provide (personal information such as name, address, email address, phone number) so that we can:

- Contact them.
- Respond to their correspondence, provide information, and send invoices and receipts relating to their USE agreement.

HIRER personal information will not be shared with any third party without their prior consent.

We only collect a limited amount of information about HIRERS 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 HIRER data to third parties. We do not use HIRER data for purposes other than those specified. We make sure HIRER 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 HIRER data.

5b. Right to process information

MARTHAM 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.

5c. Security

MARTHAM PARISH COUNCIL takes care to ensure the security of personal data. We make sure that HIRER information is protected from unauthorised access, loss, manipulation, falsification, destruction or unauthorised disclosure. We will only keep HIRER 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 HIRER.

5d. HIRER Rights Access to Information

HIRERs have the right to request access to the information we have on them.

5e. Information Correction

If HIRERs believe that the information, we have about them is incorrect, they may contact us so that we can update it and keep their data accurate.

5f. Information Deletion

HIRERs may request MARTHAM PARISH COUNCIL to delete the information about them.

To access, correct or delete personal information HIRERS should contact our Parish Clerk, clerk@martham.gov.uk

5g. Right to Object and Complaints: If HIRERs believe that their data is not being processed for the purpose it has been collected for or if they have a complaint about the way their personal data has been processed, they should contact the Chairman: mpcchairman@martham.gov.uk If they are not satisfied, they may complain to the Information Commissioner's Office casework@ico.org.uk Tel: 0303 123 1113

5h. Chart of Martham Greens

Chart of Martham Greens in Village Centre

Green 1 – MAIN GREEN NORTH containing Back Lane Pond

Green 2 – MAIN GREEN WEST

Green 3 – MAIN GREEN EAST opposite Chip Shop

Green 4 – SMALL GREEN opposite the Co-op

Green 5 – BUS STOP GREEN

Green 6 - POND GREEN



SECTION D – HIRER DECLARATION AND SIGNATURE

I confirm that I have read, understood and accept the above conditions and agreement terms between the Hirer and Martham Parish Council

Name:	Signature:	Date:
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