



Medstead Parish Council

Terms & Conditions to Hire Medstead Village Green

The Hirer hereby agrees to all of the following terms and conditions of hire for Medstead Village Green (the “Agreement”):

Introduction

The Village Green in Medstead is owned and administered by Medstead Parish Council on behalf of the village residents.

Applications to use Medstead Village Green for events are administered by Medstead Parish Council and all decisions will be considered by the Parish Clerk, with reference to Medstead Parish Council’s Finance and General Purposes Committee as appropriate.

All requests to hire Medstead Village Green should be addressed in the first instance to the Parish Clerk, whose contact details can be found on the Medstead Parish Council website:

www.medsteadpc.org

Medstead Village Hall may also be hired in conjunction with the Village Green for the same event. To check availability and to hire Medstead Village Hall please contact the bookings secretary at:

booking@medsteadvillagehall.co.uk or

telephone: 01420 563774

<https://www.medsteadvillagehall.co.uk/availability>)

The boundaries of the area of Medstead Village Green available for hire for an event are provided at Appendix 2 to this Agreement.

General Terms and Conditions

1. The Hirer, not being a person under 21 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 the conditions of 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 Agreement. The Hirer must be in compliance with bye laws applicable to Medstead Village Green and any applicable legislation at all times during the hire period.
2. The Hirer must provide the following information in writing to Medstead Parish Council prior to commencement of the event for which Medstead Village Green will be used:
 - 2.1. Full description of the proposed function / use of Medstead Village Green, including maximum numbers of attendees and defined time limit for the event. Events on Medstead Village Green shall conclude no later than 11:00pm, including any music.

- 2.2. Description and positioning of any marquees / gazebos / floor coverings or other temporary structures to be erected by the Hirer.
- 2.3. Description and positioning of any lighting, music or other electrical systems.
3. If Medstead Parish Council determine, at their sole discretion, that the proposed event would be likely to have an impact beyond Medstead Village Green itself, they reserve the right to require the Hirer to notify all residents of properties in the vicinity of Medstead Village Green of the forthcoming event in writing at least two (2) weeks prior to the event, specifically those properties which face onto or are adjacent to Medstead Village Green and Medstead Village Hall.
4. The Hirer must provide evidence of a valid public liability insurance to a suitable level for the event.
5. The Hirer is not allowed to sublet, hire or allow any part of Medstead Village Green to be used by any other individual or organisation outside of the control of the Hirer.
6. The Hirer shall undertake that no vehicles will be driven upon or parked on Medstead Village Green during the event without the express prior permission of Medstead Parish Council. The land adjacent to Medstead Village Hall owned by Medstead Parish Council, edged brown on the plan attached at Appendix 2 to this Agreement, is provided for car parking free of charge for patrons of Medstead Village Hall and Medstead Village Green. All vehicles are left entirely at their owner's risk.
7. If Medstead Parish Council agree that the football pitch area (marked "Recreation Ground" on the plan attached at Appendix 2 to this Agreement) of Medstead Village Green may be used for car parking in connection with an event, then the Hirer shall ensure that the access gate to that part of the Green, the access and car park thereto are stewarded at all times during the event, and that all vehicles are promptly removed at the conclusion of the event. The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
8. Medstead Village Green is **not** licensed for the sale or supply of alcohol.
 - 8.1. If alcohol is to be served on Medstead Village Green, or if the hire of Medstead Village Green is to be in conjunction with an event at Medstead Village Hall where alcohol will be served, the Hirer shall apply to East Hampshire District Council ("EHDC") for a Temporary Event Notice ("TEN") which shall be prominently displayed at the event on Medstead Village Green, with a copy being supplied to the Clerk of Medstead Parish Council prior to the event.
 - 8.2. For further details of TENs, the Hirer should contact EHDC at Penns Place, Petersfield. GU31 4EX and refer to the gov.uk website's EHDC application form: <http://www.gov.uk/apply-for-a-licence/temporary-event-notice/east-hampshire/apply-1>
9. The Hirer shall undertake that Medstead Village Green shall **not** be used for any unlawful or unsuitable purpose, nor do anything or bring on to Medstead Village Green any illegal substance, nor allow the consumption of alcohol without the prior written permission of Medstead Parish

Council and a valid TEN.

10. The Hirer shall ensure that no one attending the event shall consume excessive amounts of alcohol and that no illegal drugs are brought to the event.
11. 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 who is behaving in an abusive, threatening, violent or disorderly way is instructed to leave the event..
12. The Hirer shall ensure that nothing is done on or in relation to Medstead Village Green in contravention of the law relating to gaming, betting and lotteries.
13. 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 Medstead Parish Council against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at Medstead Village Green during the period of hire.
14. If any other licences are required in respect of any event on Medstead Village Green, the Hirer shall ensure they hold the relevant licence.
15. The Hirer shall not grant sound, advertising, television broadcasting or film rights without the prior written consent of Medstead Parish Council. If such consent is given, Medstead 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 and publicity derived therefrom.
16. The Hirer shall not permit the use of Medstead Village Green for any commercial profit making or retail trading purposes other than as declared in the application and such consent has been granted by Medstead Parish Council in advance of the event.
17. No model aircraft, drones or similar powered aircraft shall be used on Medstead Village Green at any time during the event.
18. No fireworks or other pyrotechnic devices are permitted to be used on Medstead Village Green during the event, without the prior written permission of Medstead Parish Council.
19. To avoid damage/detriment to Medstead Village Green, no open fires, temporary barbeques or similar will be permitted without the express permission of Medstead Parish Council.
20. The Hirer shall ensure adequate fire precautions are exercised at the event at all times.
21. No notices erected, displayed or provided by Medstead Parish Council may be removed or covered up, without the prior express permission of Medstead Parish Council.
22. 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.

23. 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).
24. 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. Medstead Parish Council shall not be held responsible or have any liability for damage to or theft of such personal property or valuables.
25. Medstead 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 Medstead Village Green.
26. Any temporary structure and/or floor coverings erected for use at the event on Medstead Village Green shall be removed immediately following the event, at the latest within one (1) day after the period of hire.
27. The Hirer shall undertake to make good any damage to Medstead Village Green, furniture such as benches, play and outdoor gym equipment or any adjacent property arising from the event, at the Hirer's cost. Any existing damage to Medstead Village Green or its furniture should be brought to the attention of Medstead Parish Council before the event. Medstead Parish Council shall charge the Hirer for all reasonable costs incurred by Medstead Parish Council making good any damage to Medstead Village Green or its furniture, arising from the event.
28. The Hirer shall ensure that there will be no access to, and shall be responsible for ensuring no damage whatsoever occurs, to the Medstead Village Green cricket square, edged green on the plan attached at Appendix 2 to this Agreement
29. The Hirer shall collect and remove from Medstead Village Green any litter, rubbish or refuse arising from the event, immediately after the conclusion of the event. Medstead Parish Council shall charge the Hirer for all reasonable costs incurred by Medstead Parish Council disposing of litter, rubbish or refuse arising from the event.
30. This Agreement constitutes permission only to use Medstead Village Green for the event in question and confers no tenancy or other right of occupation.
31. The Hirer acknowledges and agrees that Medstead Village Green is a public open space and that nothing in this Agreement confers exclusive use of Medstead Village Green to the Hirer or the event.
32. The Hirer shall indemnify Medstead Parish Council against all claims arising from the event.
33. The Hirer shall provide proof of two forms of identity and address when returning the Hiring Agreement, suitable forms of identity are a copy/scan of photo driving licence, passport, other form of photo ID (but not a work ID/ access card) **and** a recent a utility bill.
34. The Hirer shall notify Medstead Parish Council in writing by emailing any alteration to or cancellation of the booking at least seven (7) calendar days in advance of the date of the proposed hire.

- 34.1. If an alteration to the hire date is requested by the Hirer, Medstead Parish Council will make reasonable efforts to accommodate the Hirer's request, but cannot guarantee Medstead Village Green will be available on such alternative date(s).
- 34.2. If Medstead Parish Council does not receive written notification of cancellation at least seven (7) calendar days in advance of the date of the proposed hire, the Hirer may be required to pay the full cost of the hire.
35. Medstead Parish Council will endeavour to provide Medstead Village Green on the date and time requested by the Hirer. However, in exceptional circumstances (for example: adverse weather, health and safety, emergency maintenance of Medstead Village Green), Medstead Parish Council reserves the right, acting reasonably and after consulting the Hirer, to cancel the use of Medstead Village Green prior to the hire date. In such circumstances Medstead Parish Council will refund the cost of the hire but shall be under no liability for any other expense or loss incurred or sustained by the Hirer as a result of the cancellation.
36. For the purposes of the Data Protection Act 2018 ("DPA2018") the Hirer consents to Medstead Parish Council processing the Hirer's Personal Data (as defined in DPA2018) submitted by the Hirer, for the purpose of booking and hire of Medstead Village Green. Medstead Parish Council will use such Personal Data only for purposes related to the hire of Medstead Village Green. Following completion of the event, Medstead Parish Council will delete such Personal Data.

Appendix 1: Schedule of Fees

Application for use of the Village Green must be made to Medstead Parish Council in writing on forms provided by the Parish Clerk. Bookings will be considered on a first come first served basis.

Community & charity events – Free

Clubs and other non-profit making events / sessions £10 per session

Commercial hire, i.e. those organisations hiring for business to make a profit - £25

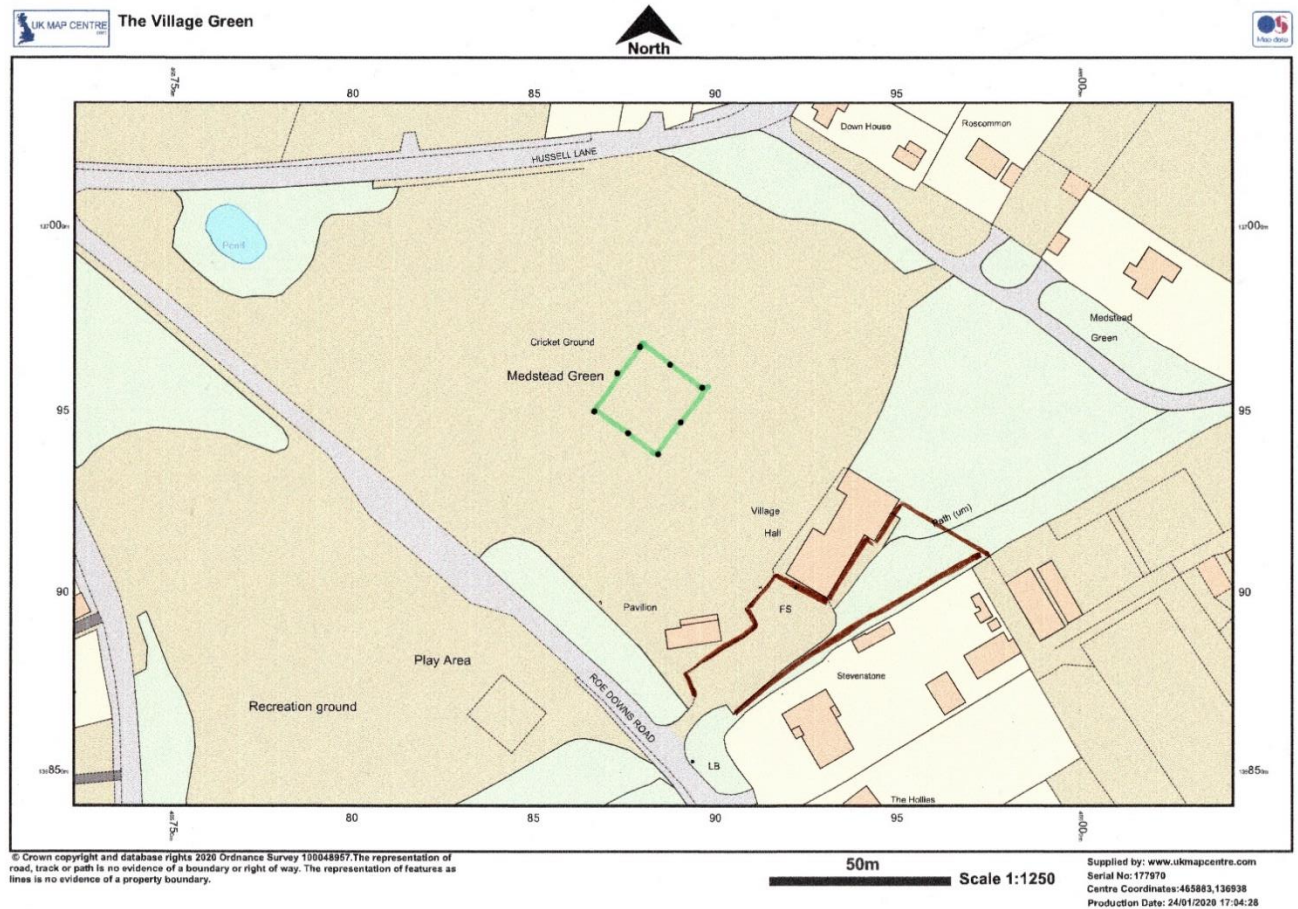
Events erecting a marquee (e.g. weddings) - £100 for each 24 hour period

Events (Community & charity events), erecting inflatable equipment e.g. bouncy castles - £10.

All bookings will attract a refundable deposit against damages or breach of the above terms equivalent to the booking fee which is to be included with the application. All unsuccessful applications will be refunded.

Appendix 2: Medstead Village Green

The boundaries of the area of Medstead Village Green available for hire for an event are shown in the diagram below. There Hirer shall ensure there shall be no access to the cricket square (the bounded square marked in green in the diagram below) during the event.



Appendix 3: Medstead Village Green Booking Form

To be completed by the Hirer:

Name and Address of Hirer for the Event	
Telephone Number	
Email Address	
Description of Event	
Date of Event	
Period of Use (maximum 08:00-23:00)	

The Hirer and Medstead Parish Council have caused this Agreement to be executed as of the date last set out below:

For Hirer:

Signature:	
Print Name:	
Dated:	

For Medstead Parish Council:

Application Received Date	
Proofs of Identity Received and Approved	
Medstead Parish Council Approved Date	
Approved By	
Signature	
Print Name	
Dated	