



**HATHERN PARISH COUNCIL – GROUNDS USE AGREEMENT  
FOR USE BY BUSINESSES AND CLUBS**

**APPROVAL FOR USE OF COUNCIL GROUNDS**

**DETAILS OF USE**

Council Property to be Used : .....

Use Period (include set up and dismantling) .....

Purpose for which Property is to be used : .....

.....

**DETAILS OF USER**

Name of User: .....

Address: .....

.....

Contact Telephone Number: .....

Contact E-mail Address : .....

Company/Trader/Club User is Representing: .....

Position of User : .....

**I, the User, wish to apply to use the property for the event/activities as detailed above and in consideration of use being granted I undertake on behalf of both myself and of the company/trader I represent to indemnify Hathern Parish Council and its Councillors as per the Standard Conditions of Use for Council Property and to observe the conditions of use contained therein.**

**Signed .....**      **Dated .....**

**This application is granted subject to the payment of any due fees and the completion of the associated Check List and Declaration form.**

**Signed.....**      **Dated.....**

**Clerk to Hathern Parish Council**



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## **STANDARD CONDITIONS FOR USE OF COUNCIL PROPERTY**

Hathern Parish Council (the Council) owns and manages a number of grounds within Hathern, including Hathern Park and the Sports Ground. These standard conditions apply to any and all of these properties.

### **1. Supervision**

The User shall, during the period of use, be responsible for : safety from damage of any Council property associated with the use ; and the behaviour of all persons using the property in relation to the User's event whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The User shall make every effort to ensure that during the period of use minimal nuisance is caused to local residents. The User shall make good or pay for any damage (including accidental damage) to the property.

### **2. Use of property**

The User shall not use the property for any purpose other than that described in the User Agreement and shall not use the property or allow the property to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the property anything which may endanger the same or vitiate any insurance policies in respect thereof nor allow the consumption of alcohol thereon without the granting of a Temporary Event Notice

### **3. Insurance and indemnity**

(a) The User shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the property
- (ii) all claims, losses, damages and costs made against or incurred by the Council, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the property by the User, and
- (iii) all claims, losses, damages and costs made against or incurred by the Council, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the property by the User, and the User shall indemnify and keep indemnified accordingly the Council and its employees, volunteers, agents and invitees against such liabilities.

(b) The User shall take out comprehensive insurance cover for all activities conducted during the hire period (including any set-up and dismantling) including public liability insurance of at least £5 million and shall produce the policy and current receipt or other evidence of cover to the Clerk of the Council not less than 14 days before the use period commences. Failure to produce such policy and evidence of cover will render the Agreement void.

### **4. Public safety compliance**

The User shall comply with all conditions and regulations made in respect of the property by the Local Authority, the Licensing Authority, and the relevant Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The User shall take all necessary precautions to ensure the safety of all persons attending the event or using the property during the period of use whether as officials' volunteers or



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### **STANDARD CONDITIONS FOR USE OF COUNCIL PROPERTY Cont.**

members of the public. A Risk Assessment, covering the period of use and all activities to be undertaken at the event, shall be completed by the User prior to the period of use

#### **5. Sale of Alcohol**

If the sale of alcohol is proposed then approval for use of the property will only be permitted under the authority of a Temporary Event Notice (TEN) granted by the appropriate Licensing Authority for this area. The User will be required to produce the necessary Notice to the Clerk to the Council not less than 14 days before the use period commences. Failure to produce the TEN will render the Agreement void.

#### **6. Use Fees and Use Cancellation**

The Council reserves the right to charge a fee for the use of its property. If a fee is charged then the User agrees to pay a non-refundable deposit of 10% of the hiring fee on making the hiring. On receipt of the deposit the Clerk to the Council will provide confirmation of the use. The User will pay the Use fee or any balance not less than 14 days before the use takes place. Cheques should be made payable to Hathern Parish Council and crossed. If payment is not made by the due date, or if any of the Standard Conditions are not complied with, then the Council reserves the right to terminate the Agreement.

#### **7. No rights**

The Grounds Use Agreement constitutes permission only to use the property and confers no tenancy or other right of occupation on the User.

#### **8. Assignment**

The User shall not assign any element of this agreement, or sub contract its duties and obligations within the Agreement.

#### **9. Use Refusal**

The Council reserves the right to refuse approval for any of its property to individuals, organisations or groups considered inappropriate or for any inappropriate use.