

# **BROADWAY PARISH COUNCIL & THE BROADWAY TRUST**

## **BROADWAY VILLAGE GREENS**

### **GUIDELINES FOR THE USE AND HIRING OF GREENS**

The village Greens in the centre of Broadway, which includes the majority of the roads surrounding them gravelled, are owned by The Broadway Trust (The Trust), and are managed by the Broadway Parish Council (BPC). The Greens are an important visual and recreational amenity and are carefully managed by the BPC in conjunction with the Trust, to ensure fair and proper use, good appearance, and proper maintenance.

Under the Open Spaces Act 1906, the Broadway Parish Council (BPC) has the responsibility for the control of the use of various specified areas in the village designated as an Open Space, which includes the village Greens.

#### **1.00 Bye laws and Non Permitted Activities**

The BPC is responsible for the Bye-laws made under Sections 12 & 15 of the above Act (updated on 11 April 2015) for such Open Spaces, which regulate and restrict activities that can be carried out on Open Spaces. A list of the Non Permitted Activities is set out on the attached sheet.

Hirers of the Greens must be familiar with these Bye-laws including the Appendix referring to other relevant legislation, and the list of Non – Permitted Activities, and shall comply therewith.

The Bye-laws are available for examination at the Parish Council Office. Alternatively, a copy may be obtained upon request from the Clerk to the Parish Council.

Insurances held by the Trust and the BPC also exclude certain activities and these will not be permitted, and are included in the list of Non Permitted Activities, (which is also obtainable from the BPC).

(The Travelling Fair is an exempted event permitted by historical statute)

#### **2.00 Hirers obligations**

Prospective Hirers should particularly note the requirements in the Terms & Conditions for £5m Public Liability Insurance, the provision of toilets, the obtaining of all necessary statutory licences – especially for the sale of any alcohol, the restrictions on noise, no parking of vehicles, and the permitted duration periods of event.

The Hirer must obtain a **Temporary Event Notice** from Wychavon District Council for any event of less than 500 people where alcohol will be sold, entertainment provided, or late night refreshments offered. An event of more than 500 people requires a **Premises License** which involves consultation and will take longer to obtain.

The Hirer will indemnify the Trust and BPC against all claims arising out of the event, and will :-

- pay all fees or costs to BPC;
- notify stallholders and ensure compliance with the hire conditions throughout the event,
- ensure that the event is properly and competently organised and managed throughout.

#### **3.00 Provisional bookings**

Prospective hirers may request in writing a date for a provisional booking for an event prior to the making of a formal application. If a formal application is not received at least three months prior to the booked date, a provisional booking will be lost.

#### **4.00 Applications to hire**

The BPC administers the handling of applications to hire the greens for events. Decisions on the use and hiring of the green are taken by the BPC and The Trust. If a booking is refused, no reason for a refusal will be given and no correspondence will be entered into on that decision.

Bookings must be made by the Promoter of the Event (the “Hirer”) who must be an organisation which is a legal entity. Bookings will not normally be accepted from individuals, or organisations not based in or associated with Broadway.

For hirings which include commercial trading activity, a hiring fee is payable, being the greater of **£25 per trader or trading stall / pitch**. (A trading stall / pitch shall be taken as not exceeding 8 sq mtrs. Larger stalls shall pay a pro rata fee). The fee must accompany the formal application to hire.

Where the number of commercial trading stalls is not known at the time of booking, these must be confirmed and declared at least two weeks prior to the event and the fees paid.

Hirers must account to the BPC after the event for any additional trading stalls.

**Non-disclosure or non-payment of fees will result in a cancellation of the Hire Agreement.**

Hirers will be required to enter into a Greens hiring agreement and will be bound by the terms and conditions forming part which must be complied with.

**It is a condition of hire that Hirers make no further charges for the stall pitch, nor sublet the use of the stall or pitch to third parties.**

These Guidelines should be followed for the benefit of the village. Failure to comply with these Guidelines or the conditions of hire, or the non-payment of fees, will result in a subsequent Hiring being declined in the future.

Enquiries regarding the use or hire of the Greens should be made to the Parish Clerk.

Fully completed formal applications to hire must be made on the form available, not less than three months before the date of the Event, failing which any provisional bookings will be lost. The Clerk is required to seek the approval of the Parish Council and the Trust, for the hiring, and a booking is only valid upon receipt by Hirer of confirmation from the BPC. An early formal application is therefore advised.

#### **5.00 Required Documentation**

**The “Required Documentation” including proof of Insurances and statutory licences and any other necessary documentation, required in the application Terms and Conditions must be supplied to the BPC a minimum of 1 month before the date of the event, failing which the booking will be cancelled and the Event forbidden.**

#### **6.00 Health & Safety Risk Assessment**

Hirers shall produce a Health & Safety Risk Assessment for their Event, and provide a copy to the BPC on request. This assessment shall include the risks associated with the Event taking place on the green, including details of any hazardous activities, the need for safety fencing around the road boundaries of the Greens, the magnitude of any potential loss, the probability of that loss occurring, together with the steps being taken to minimise the risk or hazard occurring and the mitigation of loss.

## **7.00 Non Permitted Activities**

These are listed on a separate sheet and are part of the Terms & conditions of hiring.

The use of electrical generators with a power output exceeding 1 kVA, open fire barbecues, and large music amplification equipment are not permitted, (see 14.00 below).

The **parking of cars** on the Greens during an event is **strictly not permitted**, (unless they are a necessary part of the event, e.g, vintage cars).

## **8.00 Cancellation & Fire Risk**

The Trust and the BPC may, at their absolute discretion, cancel the booking and the Event at least 14 days before the date of the Event,

- (A) if in their view the state of the grass on the Greens represents a fire risk. (This will only be considered after consultation with the Fire Authority), or
- (B) if there has been a failure to comply with the Conditions of Hire or the necessary documentation has not been lodged with the BPC, or fees not paid.

## **9.00 Description of Event**

As part of the application to Hire, the Hirer must provide a **full** description of the Event, including food or drink vending facilities, the number of commercial trading stalls, any music or entertainment proposed, the number of any mobile vehicles, structures, gazebos, tents or marquees etc, or power generators of less than 1 kVA, which will be brought onto the Greens. Events may only take place between the hours of 08.00 and 22.00.

**Hirers should note that there are statutory services under the Greens, so heavy vehicles must not be brought on to the Greens.**

## **10.00 Public Toilets**

Hirer's shall make adequate and proper provision for public toilet facilities. Prior arrangements can be made with Wychavon District Council for the public toilets to remain open for the duration of an event.

When there are no public toilets available, Hirer's must provide their own facilities. Hirer's shall state on the Hire Agreement which option is to be provided.

## **11.00 Eligibility for Hire and decision on applications**

The Parish Council will give preference to Broadway organisations. This may include organisations which provide a service to local people or community, village schools, and locally based charities or non-profit making organisations which serve the village.

Applications for hiring involving commercial trading will be considered on their merits and are subject to the payment of fees referred to in clause 4 above.

## **12.00 Frequency of events**

As the greens are an important visual amenity, the Parish Council normally require a minimum of two weeks between bookings. Priority will be given to Hirers who have completed a formal application to hire and lodged this with the BPC.

## **13.00 Event organisation experience**

When considering applications, the BPC will have regard to any previous experience in the organisation of events or use of the green by the Hirer. Non-compliance with the Terms and Conditions or Guidelines for hiring will prejudice future hiring.

## **14.00 Noise**

The use of amplification equipment must be restricted to ensure that noise levels do not exceed 10dB above ambient levels for the time of day. Maximum noise levels should not exceed 35dB. (These will be measured with a mobile phone App Sound Meter).

**The Broadway Trust & Broadway Parish Council**  
**Hiring Agreement for the Hire & Use of Village Greens**

**Hirer & Promoter of event**

.....  
**Address**.....  
.....**Post code**.....  
**E mail**.....**tel no**.....  
**Mobile**.....

**N.B. It is a condition of hire that the Promoter makes no further charges to individual stalls / pitches, for the use of the Greens.**

**The Event will be organised, and managed by**

.....  
**Address**.....  
.....**Post code**.....  
**E mail** .....**Address Tel no**.....  
**Mobile**.....

**Name & Description of the Event** (Please provide **full** description -- see Guidance notes)

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**Number of commercial trading pitches and Hire Fees**.....

**Date of Event** .....

**Period of Use**.....(maximum 0800 to 2200)

**Green (s) / Gravels to be used** (state numbers from plan).....

## **Terms & Conditions of Hire**

**The Guidelines are part of the Terms & Conditions of hire**

**The Hirer hereby agrees and undertakes with the Broadway Trust and the Broadway Parish Council (BPC) to :-**

- 1.00 Organize and manage the Event in a proper and diligent manner, to comply with the Hire Guidelines and Bye laws, and to notify stallholders of the hire conditions.  
(If it is intended that any third party will be involved in the management of the Event, that must be declared when booking and the third party must also sign this application and agree to the conditions).
- 2.00 Indemnify the Broadway Trust and the BPC against all claims arising out of the Event.
- 3.00 Reimburse the Trust and the BPC for the rectification of any damage to the Greens caused by the Event. (Any existing damage to the Greens should be brought to the attention of the BPC before the event).
- 4.00 Obtain and maintain public liability insurance for the Event for an indemnity limit of £5 million, and to provide proof thereof to BPC at least 1 month before the date of the Event, as part of the "Required Documentation"
- 5.00 Check with the relevant authorities and obtain all necessary statutory licences required for the Event, and comply with all such conditions in the licences. (Licences may include the sale of alcohol by retail, the provision of regulated entertainment, and the provision of late night refreshment).  
**Obtain a Temporary Event Notice (TEN), or Premises License as applicable.**  
Pay all fees or charges in connection with the licences.  
**Produce the original licences and the TEN to BPC for inspection at least 1 month prior to Event, as part of the "Required Documentation".**
- 6.00 Comply with the Acts and Bye laws applicable to the Greens. (Copies available from BPC).
- 7.00 Not to sublet to, hire, or allow any part of the Greens to be used by any other individual or organisation outside of the control of the Hirer, (unless prior disclosed and the third party has signed this application).
- 8.00 Not permit the use of the Greens for any commercial profit making or retail trading purposes other than as declared in this application - (Delete if such consent has been granted).

9.00 Where so requested, to pay the BPC a sum of £75.00, if as a result of the Event, a claim has to be made by the BPC on their own insurance policy. (This sum is to reimburse the BPC for the 'excess' charge levied by their insurance company).

10.00 Ensure that no “Non Permitted Activities” take place on the Greens during the Event as are specifically excluded in the list referred to in the Guidelines and attached hereto.

11.00 Produce a Health & Safety Risk Assessment for the event and if required provide a copy to the BPC as part of the “Required Documentation” at least 1 month before the Event. This must consider the need for safety fencing along the boundary of the Green with the High Street during the event.

12.00 Ensure vehicles are not driven onto the greens or on to any roads or paths adjoining the greens, other than for the purpose of setting up, unloading, or removing the Event. **Such vehicles shall in any case be removed as soon as possible. No vehicles shall be parked on the Greens for the duration of the event unless they are part of the event.**

Ensure that at all times the roads and paths intersecting the Green's are not obstructed, including the road to the Broadway Hotel, and that no public car parking takes place on the pavements or adjoining roads.

( The BPC may grant a waiver under certain circumstances if permission is sought through the Clerk, in connection with a particular requirement. e.g, if a fire engine forms part of a fete or for a classic vehicle display).

13.00 Provide and maintain adequate rubbish bins during the Event and clear periodically as required. Clear all rubbish immediately after the Event has concluded, together with the removal of all static equipment, structures, and temporary erections etc, and leave the site entirely clear to the satisfaction of the Trust and the BPC. (For any necessary longer period to remove major items such as marquees, consent must be sought from the BPC **before** the Event).

14.00 Ensure that public toilets in the village centre are open for the duration of the Event. Pay to WDC their reasonable charges arising out the need to extend the normal opening hours of the public toilets.

OR

Provide temporary portable on site toilet facilities (where no extended opening hours have been agreed for the public toilets), and maintain the portable toilets in a clean, sanitary and useable condition throughout the event and remove at the conclusion of the event (or on the day following the event if prior agreed with the BPC), and leave the Greens in a clean state to the satisfaction of the Trust and BPC.

15.00 Ensure that the rights and privacy of residents and businesses / traders adjoining or near to the greens are respected, and that no nuisance is caused by the Event. Comply with all reasonable request from residents or traders.

16.00 Not bring or permit the use any musical or other amplification equipment on the Greens which might result in a noise level in excess of 35dB.

17.00 Ensure that the Event concludes by 10.00pm including any music.

**18.00 Required Documentation** (To be provided to BPC a minimum of 1 month prior to Event – see Guidelines )

...YES.....Public Liability Insurance Indemnity of £5m. State Insurer & Policy number.

Statutory Licences (including sale of alcohol).....

State use of public or temporary toilets ?.....

Risk Assessment - Provide copy.....

Are additional or all commercial trading pitches to be confirmed prior to the event ?

**Signed by** .....Print name.....

Duly authorised by the Hirer & Promoter of Event      **Dated** .....

**Signed by** .....Print name.....

Third Part Event Organiser (f applicable)

**Dated**.....

**For Parish Council Records**

Provisional booking received.....

This Application received.....

Parish Council approval.....

Broadway Trust approval.....

Hirer notified of approval .....

June 2017