

The Broadway Trust Terms and Conditions of Use

The Greens

1. Definitions.

- a. The Trust – The Broadway Trust.
- b. The Parish Office – On Russell Square
- c. The Greens – the six grassed areas in the centre of Broadway that are owned by The Trust and identified numerically on the plan attached hereto. The Greens include the
 - (i) Gravels – the paved and adopted pathways around the War Memorial.
 - (ii) Lower Green – the grassed area on the north side of the High Street between Springfield Lane and opposite the Lifford Hall.
- d. Hire – is the use for reward for any purpose by any organisation of The Greens having completed the process of making a 'Request to Use The Greens' and that request having been approved by the Trust.
- e. Hirer – is a person / an organisation approved by the Trust to organise an event on The Greens.
- f. Event – an organised activity held on The Greens by a person / an organisation that has been approved to do so by the Trust.
- g. Use – use of The Greens according to the Request to Use The Greens, whether or not for monetary consideration.
- h. Risk Assessment – is a systematic process of evaluating the potential risks that may be involved in a projected activity or undertaking, such analysis and conclusions being recorded in writing.
- i. Insurance – specific Public Liability Insurance to cover the Event to an appropriate level reflecting to the risk to the public.
- j. Control – the sole and full responsibility for the event from setting up to clearing away and vacating of The Greens.
- k. Fundraising – is an event whose function is to raise funds to support the organisation that is the Hirer / User.
- l. Commercial – is an event intended to raise funds either for the Hirer or for trading entities allowed to be represented at the event by the Hirer. An example would be a food stand selling hot food.
- m. Local Community Organisations – These are organisation based in and run from Broadway that exist to provide amenity to residents of Broadway.
- n. TENS Notice – Temporary Event Notice permitting the sale of alcohol
- o. Non-permitted activities – are activities not permitted to take place on the Greens. See 22. to 34 below.

2. Request to Use The Greens.

- (1) The Hirer / User is required to complete the 'Request to Use The Greens' form in full and return it to the Parish Office. It must have the Risk Assessment, Insurance Certificate and proof its of being current attached to it.
- (2) No Event will be approved by the Trust without these documents.
- (3) The Hirer / User may not occupy The Greens in advance of the application being approved by The Trust.

- (4) Completed requests should be submitted to The Trust, through the Parish Office, no later than one month in advance of the event beginning.

3. Insurance.

- (5) The Hirer / User is responsible for ensuring that suitable and adequate Public Liability Insurance is in force for the Event. The Hirer / User is to ensure that their insurance company is made aware of the nature of the Event and has not made any exclusions that might affect the level of cover for the planned Event.
- (6) The level of insurance cover for the Event should not be less than £2m.

4. Nature of Event.

- (7) Organisations based in Broadway that wish to hire The Greens for an Event have to make clear whether the Event is for fundraising or is a commercial enterprise.
- (8) There will be no charge made by The Trust for fundraising events organised by Local Community Organisations.
- (9) There will be a charge for Commercial hire of The Greens based on the number of commercial stalls and the charge that has been made to each to attend the Event. This charge will reflect the level of income from the Event. This income is applied towards the maintenance and upkeep of The Greens.

5. Licences for the Greens.

- (10) If the Hirer intends to sell alcohol, they must apply for a Temporary Event Notice from Wychavon District Council. The Hirer / User is responsible for any fees for this licence. This licence must be presented with the Application.

6. Care of The Greens.

- (11) Vehicles are only allowed onto The Greens for the purposes of setting up and removing the structures needed for the Event. They must be removed from The Greens when setting up and removal is completed.
- (12) Cars involved in the Broadway Car Show will be allowed onto The Greens and will be marshalled into position. They will then remain static until the Show is finished when they will be marshalled off The Greens.
- (13) Vehicles are permitted to be parked on the gravels if that has been agreed with the Trust in the 'Request to Use The Greens'. Road closures may be required for full use of the Gravels. This should be discussed with The Trust and an application made by the Hirer to Wychavon District Council for the road closure. The Hirer / User is responsible for the cost of road closures.
- (14) No digging is permitted on any of The Greens.
- (15) The Hirer is to ensure that additional rubbish collection is provided. There are adequate bins for normal daily use, but these are soon full during an event. All rubbish is to be cleared each day The Greens are in use. Collections occur early in the morning.
- (16) Tentage. Hirers / Users may wish to have commercial firms erect larger tents that cannot be erected or dismantled on the days booked for the

event. This must be made clear in the Request to Use The Greens and specific permission granted for erection and dismantling outside the hours of hire.

- (17) Toilets. There are Public Toilets in the car-park on Church Close. These can be kept open longer than normal if applied for to Wychavon District Council. Porta-loos can be positioned on the edges of The Greens. These have to be maintained in a sanitary condition by the Hirer / User or their commercial supplier.
- (18) The Hirer / User is not to make use of the toilets in the hotels and pubs, without obtaining express permission of the relevant proprietors in advance. They are not to be used for the public visiting the event, unless they are customers of the hotels and pubs.

7. Noise.

- (19) The Greens are surrounded by dwellings, hotels and shops. It is important that the lives of these residents are not disturbed by Events on the Greens.
- (20) Hirers / Users are to comply with all reasonable requests from local residents to reduce the level of sound, if requested to do so.
- (21) No amplified music may be played after 10.00 pm.

8. Activities not permitted.

- (22) No hot-work is permitted as part of the event (ie welding, brazing etc.)
- (23) Bungee jumping.
- (24) Hot air ballooning (unless each event is specifically approved by The Trust), parachuting, paragliding or parascending
- (25) Bouncy Castles, any inflatable product, climbing walls, or towers.
- (26) Shooting, archery, or use of weapons of any sort.
- (27) Professional sport teams or persons, or war games including paint balling.
- (28) Use of power-driven equipment including chainsaws, except small hand tools.
- (29) Bonfires, firework displays, or open fire barbeques.
- (30) Landing or flying of helicopters, aircraft, including drones, of any description.
- (31) Metal detecting.
- (32) Games involving the throwing of javelins, shot, discuss, or hammers, golf and cricket.
- (33) Car parking, camping, and the placing or storing of any goods or materials.
- (34) Passenger carrying amusement devices, including quad bikes, go-karts, and motor sports of any sort.