# GRANTLEY, SAWLEY, SKELDING & EAVESTONE PARISH COUNCIL INCLUDING THE VILLAGE OF RISPLITH

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#### **Terms and Conditions**

#### for the use of

#### **Sawley Village Green**

Sawley Village Green is an area of registered Village Green, owned by the Parish Council.

The Parish Council accepts that people may wish to use the Village (hereafter the Green) in conjunction with private functions, community or other non-incidental events, The Green is protected under Section 12 of the Inclosure Act 1857. This means that it is a criminal offence to:

- a. Undertake any act which causes injury to the green (e.g. digging turf, or having a fire).
- b. Undertake any act which interrupts the use or enjoyment of a green as a place of exercise and recreation (e.g. you cannot fence off the Green for your event as this would prevent access to others). and acceptance of the following points:

If use is therefore required then the following point must be adhered to.

- 2. Private Functions will be defined as a gather of 20 or more people, also where an independent temporary outside structure is placed on the Green.
- 3. The Organiser will be deemed to be the responsible person on behalf of the applicants.
- 4. Private functions must not prevent members of the public from using the Green. Unless in exceptional circumstances where a controlled entrance system is required and this must be approved by the Parish Council.
- 5. Events (including time to prepare and clear up) must not last longer than 3 days.
- 6. Events must not be organised by the same person / group more than once a year without the special permission of the Parish Council.
- 7. Vehicles must not be driven over, or parked on, the Green, to prevent damage to the grass surface.
- 8. All damage, rubbish, or other arisings, from an event must be made good, cleared up and removed by the organiser. If the Parish Caretaker is required to attend after a private event then their time will be charged at £35 per hour.
- 9. Marquees or other temporary structures should be located in close proximity to

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- the Village Hall and be of appropriate size (unless otherwise agreed with the Parish Council)
- 10. Organisers should undertake an assessment prior to their event to identify any risks, including those posed to members of the public. Event organisers must take any necessary steps to mitigate these risks.
- 11. The Parish Council cannot be held responsible for any injury, illness, loss or damage arising from the activities of a private event held on the Green or from any marquees or other temporary structures placed there. The Parish Councils public Liability Insurance does not extend cover to these type of events. Therefore organisers of private events must arrange their own Public Liability Insurance.
- 12. The Parish Council reserves the right to refuse permission for a private event to take place.
- 13. The Parish Council must receive at least 30 days prior notification of any events taking place on Sawley Village Green.
- 14. Organisers of events must confirm acceptance of these terms and conditions by completing the form overleaf and returning it to the Clerk to the Parish Council at least 14 days prior to an event being held.
- 15. If alcohol is to be sold at any event then the organizer must provide proof of an appropriate license and details of the licencee.
- 16. All licensed sales and performances must end at midnight 12:00 pm and best endeavors must be made to vacate the site 30 minutes later.

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# **NOTIFICATION** of a proposed event on **SAWLEY VILLAGE GREEN**

Name or Description of Event:		
Date of Event (to include any set up time):		
Lead Organiser's Name:		
Address:		
Contact telephone:		
Emergency telephone number (for use when event is being held)		
Alcohol license holder's details		
Name:		
Address:		
Contact telephone:		

## GRANTLEY, SAWLEY, SKELDING & EAVESTONE PARISH COUNCIL INCLUDING THE VILLAGE OF RISPLITH

By signing and submitting this form to the Parish Council you are confirming that:

- 1. You have read, and agree to abide by, the terms and conditions contained in the Council's Policy for the use of Sawley Village Green for non-incidental events.
- 2. You have carried out a risk assessment in relation to your proposed event and will take appropriate steps to mitigate any identified risks. The Parish Council may request sight of your completed assessment.
- 3. You will, if necessary, make your own arrangements for public liability insurance and are aware that the Parish Council cannot be held responsible for any injury, illness, loss or damage arising from the activities of a private event held on the Green or from any marquees or other temporary structures placed there. The Parish Council may request sight of your public liability certificate.

Signed:	
Print name:	
Date:	

#### Notes:

- 4. The information provided on this form will be held by the Parish Council and will only be shared with the Sawley Village Hall Management Committee (if your event requires it to be shared), it will not be forwarded to any other party without your consent. It may be used to contact you in relation to your proposed event.
- 5. The information on this form will be destroyed within one year after your event, unless there are any outstanding issues.
- 6. If you are considering procuring insurance cover for your event there are specialist insurance brokers who deal in not-for-profit events who may provide advice.
- 7. Please submit this form to the Clerk to the Parish Council by post or email to the address at the top of page 1 of this form.