

Prepared by: OBPC Green Lease Committee
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Revision 1.4

**Old Buckenham
Parish Council**



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Village Green: Policy for Use

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1 Policy for Use

1.1 Executive Summary

Any individual, group, organisation or business wishing to use The Green must apply to the Old Buckenham Parish Council (**OBPC**), this is carried out by completing the OBPC Green lettings Application Proforma and submitting to Parish Council Clerk which will be reviewed by the OBPC.

When the application has been reviewed, the applicant will be informed of the decision on the form - OBPC Green lettings Application Proforma and the decision will also be included in the OBPC minutes.

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1.2 Policy for Use of the Village Green

1.2.1 Context

A contract of lease was signed on 29 March 2017 by The Lord of The Manor, Green Rights Proprietors and the Parish Council of Old Buckenham in relation to the management of Old Buckenham Green (Land Registry Title Number 143432). This agreement detailed the extent of the management and use of Old Buckenham Green and declared The Green would be managed as an agricultural, amenity and conservation area. Key areas relating to events on The Green included:

- OBPC Green Lease Committee may grant permission for the use of Old Buckenham Green for Old Buckenham Village Events (Organiser within the parish of Old Buckenham) and other Local events (Organisers must have a local connection to Old Buckenham **(OB)** and contribute to the welfare, wellbeing, and quality of life of local residents, such as the British Heart Foundation, Defibrillator groups, Air Ambulance services, the British Legion and local businesses based in OB)
- Fees for events may be charged for the use of OB Green and will be retained by OBPC to defray the expenses incurred in managing it
- Permission will not be granted for the permanent use of any part of OB Green during the period of this lease

In the Spring of 2019, an amendment was signed by The Lord of The Manor, Green Rights Proprietors and the OBPC in relation to the Term of the Agreement (all other items remained as per the original agreement). The amendment formally agreed that the term of the Agreement would be:

- The original agreement would continue until 29 March 2022
- The Renewal Term would be for 20 years, until 29 March 2042, but there would be an opportunity for each party to terminate the agreement after 10 years, 29 March 2032. Termination shall be in writing, to be received by the other parties seven days before 29 March 2032
- Regarding the Spring 2019 amendment the original agreement (March 2017) was reviewed and updated. The revised document states all items in the March 2017 agreement remain valid apart from the following:
 - i. Term of Lease – the renewed term is for a further 20 years until 29th March 2042 with an opportunity for each party to terminate the agreement after 10 years (29th March 2032). Any termination request 'shall be in writing, to be received by the other parties seven days before this date'.
 - ii. The Executors to the late T M Cracknell, Lord of the Manor of Old Buckenham, formally withdrew from the agreement in February 2022 and stated they did not wish to exercise an interest in The Green. The new agreement was formally agreed between the OBPC and OB Green Rights' Proprietors to manage The Green for the benefit of the Parish as a whole.

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In March 2022, considering the above, a twenty-year extension agreement was signed by the OBPC and Green Rights' Proprietors.

1.3 Applicants Wishing to Use The Green

1.3.1 Context

When an individual, group, organisation or business submits a request the following information must be submitted for each activity and / or additional activities on **OBPC Green Lettings Application Proforma**

This Proforma is obtainable from:

The OBPC Clerk via Email: clerk@oldbuckpc.co.uk Or

The contacts page via the OBPC Website [Contact Us - Old Buckenham PC \(oldbuckpc.co.uk\)](#) and this information will include:

- 1 Name and address of individual, group, organisation, or business submitting the request
- 2 Nature of activity
- 3 Length of activity / use of The Green
- 4 Risk Assessment/s and Health and Safety implications and actions as defined in the Purple guide to health and safety <http://www.thepurpleguide.co.uk/>
- 5 Insurance and indemnity cover:
 - i. which must cover the number of events taking place within the duration of the agreement.
 - ii. An event is any activity that involves one or more persons using The Green to serve customers, including but not limited to: Providing Take away food, display stands, Stalls or parking.
 - iii. No charges will be applied if The Green is not actively used. However, if individuals or facilities are physically present on The Green to serve customers, a charge may be levied at the discretion of the OBPC, these do not included events organised under a separate lease agreement.
 - iv. Even when a charge is not applied, such activities will still be considered events under the terms of the tenants insurance policy/this agreement.
- 6 Extent of The Green required for the activity
- 7 Marshalling of activity / informing Parishioners of activity (in particular those most likely to be affected by the activity).

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1.4 Old Buckenham Parish Councils Principles for Granting Use of The Green

1.4.1 Context

When an application to use The Green is received by the Parish Council Clerk, the application will be discussed by the OBPC and the resulting decision noted in the minutes of the meeting and the applicant informed by the form **OBPC Green lettings Application Proforma**

When reaching a decision / agreement on the use of The Green the OBPC will adhere to the following model and principles:

1. Each request will be treated on its own merits and any decision, length of agreement, requirements and costs will be pertinent to that application
2. In the first instance the request will be submitted to the OBPC Green Lease Committee, via the Clerk to the Council
3. Agreements will be made for up to a year in length or two years for exceptional cases but with a review after one year
4. A clause for repair to The Green will be inserted into any agreement in the instance of any damage or need for repair. Failure to repair could be criminal damage.
 - I. The applicant is responsible for completing the Environmental Impact section of the risk assessment. A copy of the completed impact statement must be submitted as part of the application.
 - II. All repairs must be completed to an agreed standard within a specified timeframe. Any repair work requires prior approval from Green rights holders and/or the OBPC.
 - III. The OBPC will include a damage clause in the contract stating that any damage not repaired will be invoiced to the relevant tenant. The OBPC will obtain three quotes for repairs, complete the necessary work, and provide the applicant with an invoice. Payment is due within 14 days of the invoice date.
5. The OBPC Green Lease Committee will always adhere to and have cognisance of all statutory regulations, guidance documents, standing orders and financial controls. In addition, it will always have the aspirations, concerns of Villagers; as well as the protection, enhancement, and visual context of The Green uppermost when making decisions.
6. Initial decisions will be discussed with representatives from The Green Working Committee before any agreements are made
7. Any initial draft provisional agreement made by the OBPC Green Lease Committee will require formal agreement by the OBPC before the agreement is finalised.

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8. The OBPC Green Lease Committee will be responsible for the ongoing monitoring and review of the agreement and will have the responsibility of reporting outcomes of all reviews to the full OBPC. The OBPC will be responsible for the final ratification all such reviews.
9. There will be a separate heading within the OBPC Accounts to record all income and expenditure relating to the use of The Green. Any surplus funds will be used to improve The Green, ensure that it is sustainable and for no other purposes
10. Sub-leasing:
 - i. The tenant can only sub-lease the section of The Green defined within the agreement.
 - ii. The tenant may only sub-lease with prior OBPC approval.
 - iii. Prior to granting access to The Green, the OBPC will require documentation from all proposed subleasees, including but not limited to: street trading licenses, public liability and vehicle insurance certificates, hygiene certificates, current gas safety certificates, and evidence of food hygiene training.
11. The Applicant assumes full responsibility for providing the documentation as well as for all agreed subleasees.

2 Modification/Revision History

Ver- sion	Section Modified	Summary of Modification	Initiator	Date
1.0	All	New Issue Document version 1.0		April 7, 2022
1.1	Front page/Page 1	Improved Title of document/Distribution		March 2, 2023
1.2	Page 2	Changes to distribution		March 12, 2024
1.3	All	Move to new Stationary and green working committee & green lease committee reference		Sept 20 2024
1.4	1.2.1/ 1.3.1 4&5	Definition of event, risk assessment & insurance		Oct 30 2024

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