

Prepared by: OBPC Green Lease Committee
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Old Buckenham Parish Council



Village Green: Agreed Lettings Form

Contents

1	Green Lettings Confirmation	2
1.1	Context.....	2
1.2	Old Buckenham Parish Council's Principles for Granting Use of the Green.....	3
1.2.1	Context.....	3
1.3	Required Information from the tenant.....	4
1.3.1	Contact Details	4
1.4	Nature of Activity	5
1.5	Length of Activity / Use of Green	5
1.6	Duration of this Agreement.....	5
1.7	Risk Assessment/s and Health and Safety implications and actions.....	5
1.8	Insurance and personal public liability cover	6
1.9	Sub-Leasing	6
1.10	Extent of The Green required	7
1.11	Marshalling of activity / informing Parishioners of activity.....	8
1.12	Further information in support of the application	8
1.13	Agreed Fee/Fees.....	9
1.14	Terms and conditions	10
1.15	Compliance	11
1.16	Signatures	11
2	Modification/Revision History	11

DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	1/11

1 Green Lettings Confirmation

1.1 Context

Old Buckenham Parish Council (**OBPC**) may grant permission for the use of Old Buckenham Green (**The Green**) for Old Buckenham Village Events and other Local Events including events organised by businesses based in Old Buckenham.

Fees for events may be charged for the use of The Green, as agreed below 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 The Green during the period of any letting.

Definitions:

- **Village Events** - Organiser within the parish of Old Buckenham
- **Local Events** - Organisers must have a local connection to Old Buckenham and contribute to the welfare, wellbeing, and quality of life of local residents and/or charities benefiting them, including but not limited to British Heart Foundation, Defibrillator groups, Air Ambulance services, the British Legion and local businesses based in Old Buckenham
- **An event is any activity** that involves one or more persons using The Green to serve attendees, provide facilities, including but not limited to: Providing take away food, entertainment, display stands, stalls or parking.
- Subject to the agreement 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 attendees, a charge may be levied at the discretion of the OBPC, these do not include events organised under a separate lease agreement.
- Even when a charge is not applied, such activities will still be considered events under the terms of the Tenant's insurance policy.
- **Sub leasing** is defined within this agreement as, any third party attending The Green, invited by the Tenant, who is contributing to the event/s by, without limitation, providing a service, facility / service or product regardless of whether the third party pays any rental to the Tenant.

DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	2/11

1.2 Old Buckenham Parish Council's Principles for Granting Use of the Green

1.2.1 Context

When an application to use The Green is received by the OBPC 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 agreements in the instance of any damage or need for repair. Failure to repair as required by the agreement is a breach of it.
 - I. The Tenant 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. (See section 1.7)
 - II. All repairs must be completed to an agreed standard within the specified timeframe. Any repair work requires prior written approval from The Green Rights Holders and/or the OBPC.
 - III. The OBPC will include a damages clause in the contract stating that any damage not repaired within the specified timeframe will be invoiced to the relevant tenant. The OBPC will obtain three quotes for repairs, complete the necessary work, and provide the Tenant with an invoice. Payment is due within 14 days of the invoice date subject to any adjustments in section 1.13 below.
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 Old Buckenham 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.

DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	3/11

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 as defined within this agreement. (See section 1.10)
 - ii. The Tenant may only sub-lease with prior OBPC written approval.
 - iii. Prior to granting a sub-lease of The Green, the OBPC will require documentation from all proposed sub-leasees, 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. (See section 1.9)
11. The Tenant assumes full responsibility for providing the documentation outlined in 1.2.1 item 10, as well as for the actions or inactions of all agreed subleasees and all sub-leasees must comply with the terms of this agreement.
12. The granting of a prior agreement or sub-lease for The Green, does not imply that a further agreement or sub-lease will be granted again.

1.3 Required Information from the tenant

1.3.1 Contact Details

Name

Company Name

Address

Telephone No

Email Address

1

1.4 Nature of Activity

Please include as much detail as possible

12.

1.5 Length of Activity / Use of Green

Date from:

Date to:

Number of Events:
13.

1.6 Duration of this Agreement

Date from:

Date to:

1.7 Risk Assessment/s and Health and Safety implications and actions

Document received

Risk Assessment confirmation:

Environmental impact statement:

1.8 Insurance and personal public liability cover

Documents received
Insurance and indemnity confirmation:
Number of Events stipulated on Policy:

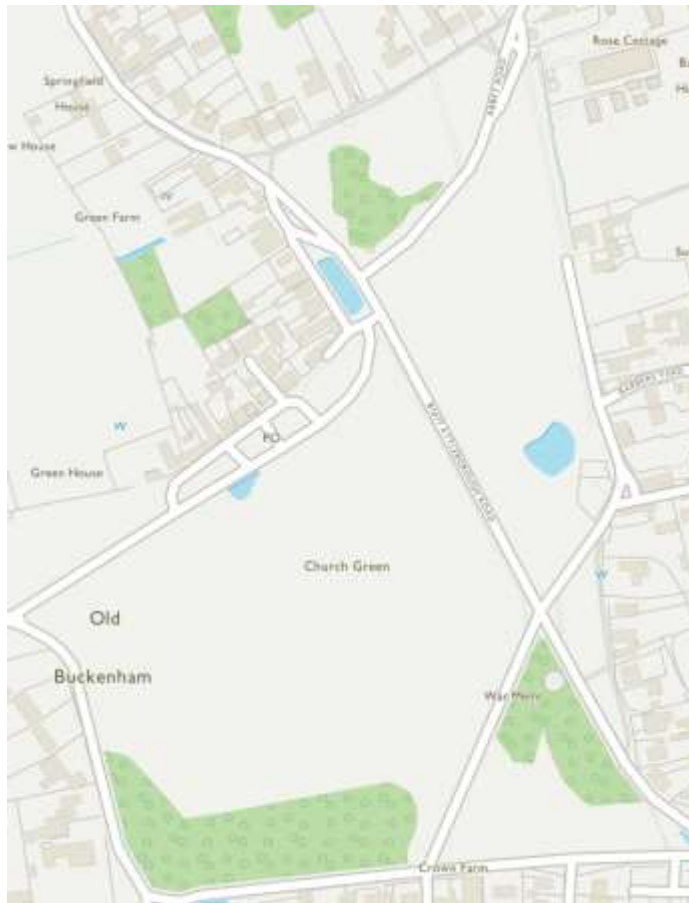
1.9 Sub-Leasing

- i. The Tenant can only sub-lease the section of The Green defined within this agreement. (See section 1.10)
- ii. The Tenant may only sub-lease with prior written OBPC approval.
- iii. Prior to granting a sub-lease of The Green, the OBPC will require documentation from all proposed sub-leasees, 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.
- iv. If a particular vendor’s paperwork has been checked once during the term of the agreement and a sub-lease agreed in writing, that particular vendor can attend on other Tuesday’s within the term of this agreement
- v. The Tenant assumes full responsibility for providing the documentation outlined in 1.2.1 item 10 and above, as well as for the actions or inactions of all agreed sub-leasees and all sub-leasees must comply with the terms of this agreement.

Name of Subleasees	Documents received

1.10 Extent of The Green required

Map attached showing extent area covered under this agreement and the Tenant's area of responsibility: Red area indicated below



DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	7/11

1.11 Marshalling of activity / informing Parishioners of activity

(Highlight those most likely to be affected by the activity)

○

1.12 Further information in support of the application

If applicable

○

1.13 Agreed Fee/Fees

Payment Terms – Two instalments of £xxx.xx invoiced 1st July 202x / 1st October 202x.
Payable 14 days after the date of invoice.

Amount - £*** Per Agreement**

** If due to adverse weather any event is cancelled the Tenant must inform OBPC, via the Clerk, in writing within 14 days, that event will be reimbursed to the Tenant, subject to the following:*

- i. No reimbursement will be made if the Tenant has failed, without the prior written agreement of OBPC, to complete the required remedial works to The Green within one month of the end of the agreement. In such circumstances, the amount of any refund will be deducted from the invoice raised by the OBPC for damages*
- ii. If the Tenant is granted an extension to the period for the completion of the remedial works, no reimbursement will be made until such works have been completed*
- iii. Any repair work to The Green requires prior written approval from Green Rights Holders and/or OBPC. For grass repair only use Rye grass and soil.*
- iv. Repairs to The Green must be carried out within 1 month of the end date of the agreement. If the weather is not suitable, the Tenant must contact the OBPC Clerk in writing to discuss an extension to that 1 month, if not, the Tenant forfeits the given right to repair and must pay the amount invoiced by the OBPC.*
- v. OBPC will obtain three quotes for repairs, complete the necessary work, and provide the Tenant with an invoice. Payment is due within 14 days of the invoice date less any event reimbursement.*

For Reference :The xxxxxx event is run every week during the agreed dates- totaling xxx events. Tthe charge per xxxxxx event is £xx.xx per event for the invoice period.

DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	9/11

1.14 Terms and conditions

If any of these terms & conditions are not adhered to this agreement will be terminated with immediate effect in writing:

- a) *Obligation to make payment in accordance with **section 1.13***
- b) *If the public liability insurance held by the Tenant for the events is at any time cancelled, voided or declared invalid during the period of the agreement*
- c) *Use of areas of The Green outside the area defined by the map in this agreement and/or parking of any vehicles less than 10 meters from a highway*
- d) *Obstruction of the highway for emergency service vehicles*
- e) *Any additional events outside of this agreement that take place on The Green, are not covered within this agreement, only "xxxxxx"*
- f) *Additional events will require a separate Application to use The Green.*
- g) *The Tenant provide relevant documentation as in **section 1.9**. if proposing a sub-leasing of The Green,*
 - i. *OBPC must be informed by the Tenant in writing, via the Clerk, providing the relevant documentation as in **section 1.9** above.*
 - ii. *OBPC will then inform the Tenant in writing, if this sub-let is agreed or not.*
 - iii. *All requests for sub-leasing must be made to OBPC in sufficient time ahead of the proposed sub-letting to enable OBPC to consider the application. Sub-leasing is not permitted without the prior written agreement of OBPC. If such consent is given, the Tenant will be responsible as set out in **section 1.9 (iv)**.*
- h) *The Tenant is responsible for complying to the submitted Environmental Impact statement as recommended within the Purple Guide.*
- i) ***This agreement includes a requirement for weekly entrance relocation, to reduce damage to the Green and repair costs to Old Buckenham. To mitigate potential damage,***
- j) *With respects to the number of events covered on the Tenant's insurance policy:*
 - i. *Any advertised event is classed as an event and must be deducted from the total events covered within their insurance.*
- k) *Event/s must never extend physically past the agreed boundaries stated within this document.*
- l) *To ensure accurate and traceable communication all questions or concerns must be made in writing to the OBPC Clerk. Messages relayed via parishioners or individual councilors may be misinterpreted or overlooked.*
- m) ***Aggressive and rude behaviors directed towards members of the parish or OBPC from anyone will not be tolerated and is a breach of the agreement.***
- n) *All correspondence from OBPC must receive a timely response. Ignoring correspondence is a breach of the agreement.*
- o) ***Any concerns or grievances pertaining to this agreement must be raised with the OBPC in writing directly through official channels. Publicly posting issues on social media, - contacting the press or making any other public statement is a breach of the agreement. Outcomes can differ from expectations, lead to misinterpretations and create unnecessary conflict. OBPC believes open and direct communication is the most effective way to resolve matters***

DOCUMENT ID.	REV.	STATUS	PAGE
3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	A	Approved	10/11

1.15 Compliance

OBPC requires full compliance by the Tenant and any sub-leased tenants of all applicable statutory requirements, rules and regulations pertaining to the use the land is being put. Including but not limited to the Use of the Green policy, Agreed Greens lettings form, the Purple Guide to Health and Safety, Enclosure Act 1857, Commons Act 2006, **Manage your town and village greens - GOV.UK**, Terms and Conditions **section 1.14**.

Failure to do so may result in termination of this agreement.

Tenant to tick here and sign to confirm your understanding and agree with the above. ☐

Tenant Signature:

1.16 Signatures

Tenant Print Name:

OBPC Print Name:

Tenant Signed:

OBPC Signed:

Date:

Date:

Ref # for this Document: OBPC0025-01

2 Modification/Revision History

Version	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	1.1/1.5.i/3/3.2	Definition of event/ clause to repair/ # of events/ compliance added /	Oct 30 2024

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DOCUMENT ID. 3 OBPC AGREED GREEN LETTINGS FORM REV 1.4 OCT 24	REV. A	STATUS Approved	PAGE 11/11
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