

Prepared by: OBPC Green Lease Committee
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Revision 1.4

Old Buckenham Parish Council



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Village Green: Application Proforma

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1 Application for letting Village Green

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 (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 Old Buckenham 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 Old Buckenham Green during the period of letting. OBPC Principles for Granting Use of The Green

See *OBPC Policy for Use of The Green.pdf*, for further details

1.2 Old Buckenham Parish Councils 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 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 The Green Rights Holders and/or the OBPC.

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- 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.
 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 outlined in section 1.2.1 item 10 & section 2.6, as well as for all agreed subleasees.

2.1 Contact Details

Name	
Company Name	
Address	
Telephone No	
Email Address	

Please include as much detail as possible

[illegible]

2.3 Length of Activity / Use of The Green

Date From -	
Date To –	

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

You can use your own event specific Risk Assessment or the generic Risk assessment from *OBPC - 4 OBPC Risk Assessment Form .pdf*

Name of Associated Document	
Risk Assessment confirmation:	
Environmental impact statement:	

2.5 Insurance and personal public liability cover

Name of Document	
Insurance and indemnity confirmation:	
Number of Events stipulated on Policy:	

2.6 Sub-Leasing

If you would like to include other businesses/facilitators at your Event then please provide the information required below

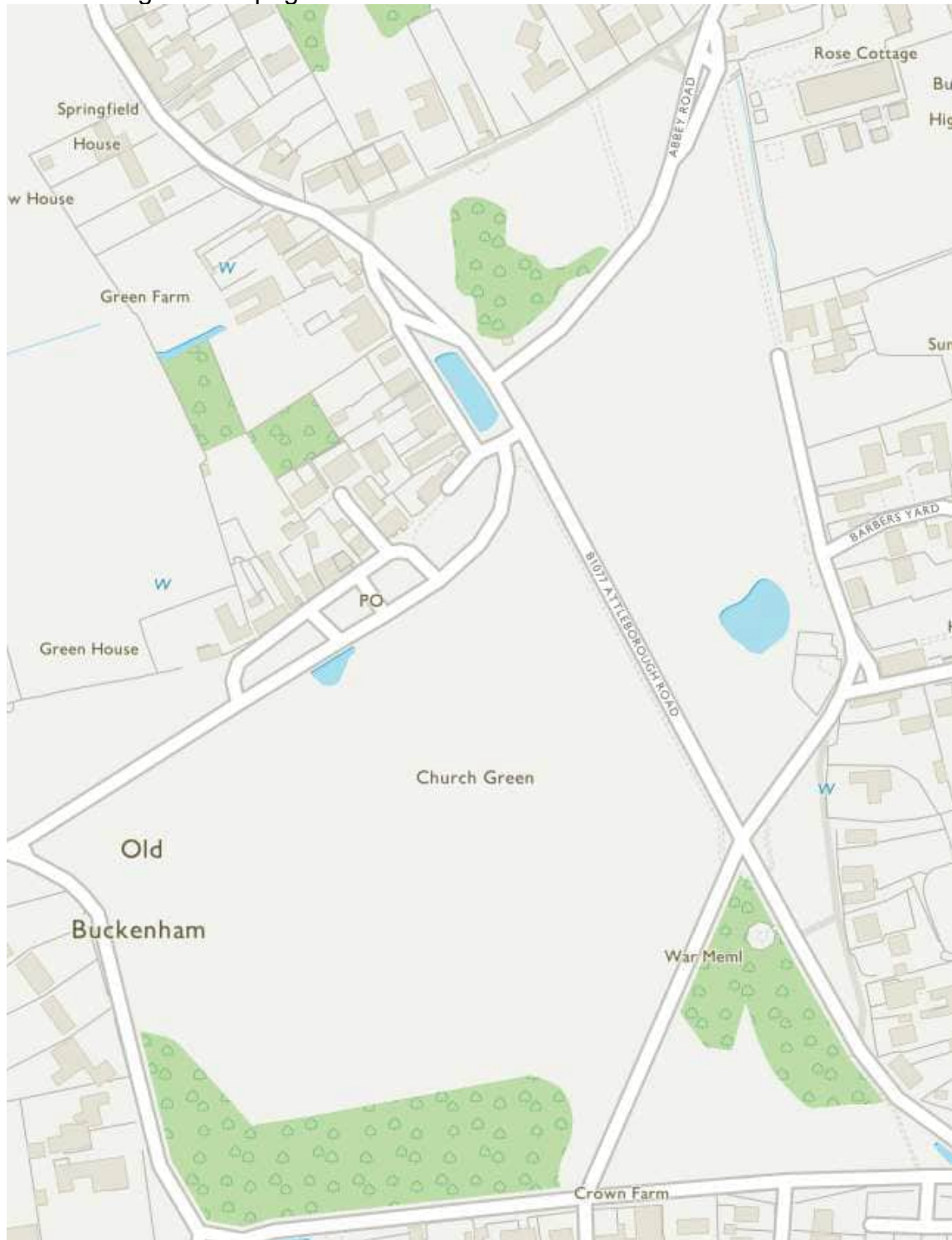
- i. The Tenant can only sub-lease the section of The Green defined within this agreement. (See section 2.7)
- ii. The Tenant may only sub-lease with prior written OBPC approval.
- iii. Prior to granting a sub-lease of The Green, the OBPC will require documentation from all proposed sub-leasees, including 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 <DAYS> 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	Name of Document

2.7 Extent of The Green required for the activity.

Please indicate on the attached map of The Green and add any further information or detail in writing on next page



2.8 Marshalling of activity / informing Parishioners of activity

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

If applicable

2.9 Further information in support of the application

If applicable

2.10 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.

If this application is approved by the Full OBPC. You will be asked to confirm the above.

2.11 Signatures

Applicant Print Name:

Applicant Signed:

Date: _____

3 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	All	Impact statement, Sub lease, and compliance	Oct 30 2024

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