

HILL AND MOOR PARISH COUNCIL
VILLAGE GREEN AND CAR PARK
LICENCE AGREEMENT TERMS AND CONDITIONS
ADOPTED 30th October 2025 – Minute ref: 11

Agreed terms

1. Preamble

- 1.1 In these Terms and Conditions, the Hill and Moor Parish Council [“the Parish Council”] permits you [“the Licensee”] to use the Lower Moor village green [“the Green”], which includes the attached car park [“the Car Park”].
- 1.2 References in these Terms and Conditions to “Licensee” include you and any person you allow onto the Green pursuant to this Licence.
- 1.3 References to the “Booking” is the email or written agreement between the Licensee and the Parish Council by which the licence is agreed, and which incorporates these Terms and Conditions. References to writing include email.
- 1.4 The date, duration and price or donation in respect of this Licence will be agreed between the Parish Council and Licensee in the Booking.
- 1.5 The Booking will also specify what steps the Licensee must take in respect of opening and closing the access gate, whether a key will be provided, any arrangements in respect of the key, and any other matters in respect of the licence as may be required by the Parish Council. Any such matters agreed in the Booking will supersede these Terms and Conditions.

2. Licence to use the Green

- 2.1 Subject to all other provisions in these Terms and Conditions, the Parish Council permits the Licensee to use the Green for such use as is agreed in the Booking. Further, the Parish Council permits the Licensee to use the Car Park for the parking of private motor vehicles, for the duration set out in the Booking.
- 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall use the Green as a licensee and that no relationship of landlord and tenant is created between the Parish Council and the Licensee by this licence;
 - (b) the Parish Council retains control, possession and management of the Green during the period of the Booking and the Licensee has no right to exclude the Parish Council or any other person from the Green;

- (c) this licence is personal to the Licensee and is not assignable and the rights given in these Terms and Conditions and the Booking may only be exercised by the Licensee.

3. Licensee's obligations

The Licensee agrees and undertakes:

- 3.1 To pay to the Parish Council any fee agreed in the Booking in advance of the agreed commencement date.
- 3.2 If required by the Booking, to ensure that all security barriers or gates at the entrances to and exits from the Car Park are operated correctly, closed and locked after use.
- 3.3 If required by the Booking, to hand the key to the security barrier to the individual identified, at the time and location identified by the Licenser.
- 3.4 Not to park on any grassed area, or anywhere other than the hard standing on the Car Park itself.
- 3.5 To keep the Green clean, tidy and clear of rubbish.
- 3.6 Not to use the Green other than for the precise use agreed in the Booking, and for no longer than the duration agreed to in the Booking.
- 3.7 Not to use the Car Park other than for parking private motor vehicles on the date and for the duration agreed.
- 3.8 Not to do on or in the Green anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Parish Council or any owner or occupier of any neighbouring property or any other person using the Green.
- 3.9 Not to cause or permit to be caused any damage to the Green or any fixtures or items on the Car Park or the Green, including the play area, benches, grass, hardstanding or foliage.
- 3.10 To ensure that visitors to the Green have sufficient toilet and rubbish facilities.
- 3.11 Not to obstruct any of the entrances to or exits from the Car Park or the Green.
- 3.12 Not to take into or keep on or in the Green any motor fuel or lubricating oil except that inside the fuel tank and engine of the Car.
- 3.13 To take reasonable steps to ensure that visitors to the Green do not cause any obstructions to the roads, pavements and driveways in the village.

- 3.14 Not to do anything that will or might vitiate in whole or in part any insurance effected by the Parish Council or any other person in respect of the Green or any other property from time to time or cause the premium to increase.
- 3.15 To observe any rules, regulations or requirements which the Parish Council makes and notifies to the Licensee within the Booking or from time to time governing the Licensee's use of the Green.
- 3.16 To indemnify the Parish Council and keep the Parish Council indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (a) this licence;
 - (b) any breach of the Licensee's obligations or undertakings contained in clause 3 or the Booking; and/or
 - (c) the exercise of any rights given in clause 2 or the Booking;

4. Limitation of the Parish Council's liability

- 4.1 Subject to clause 4.2, the Parish Council is not liable for:
 - (a) the death of, or injury to, the Licensee or anyone using the Green pursuant to this licence;
 - (b) any theft, damage, destruction or loss of any car or its contents or other property;
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by clause 2; or
 - (d) any loss or damage suffered by the Licensee as a result of any cause beyond the Parish Council's control that prevents the Licensee from using the Green or part thereof (including the Car Park) or any difficulty or interruption in obtaining access to the Green or Car Park by reason of temporary works of repair, maintenance or renewal of the Car Park or Green.
- 4.2 Nothing in clause 4.1 shall limit or exclude the Licensor's liability for:
 - (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

5. Insurance

- 5.1 The Licensee shall procure and have in place a valid policy of public liability insurance with a reputable insurer to cover, at least, any sums the Licensee may become liable to pay in respect of:
 - (a) Death, personal injury, illness or disease contracted by any person;
 - (b) Loss or damage to property;
 - (c) Nuisance;
 - (d) Any other risks specified in the Booking
- 5.2 Unless otherwise specified in the Booking, a policy with a coverage up to £1 million should be obtained.
- 5.3 The Licensee shall provide the Parish Council with a copy of the insurance policy and certificate of insurance no less than seven days before the use of the Green.

6. Licences

- 6.1 The Licensee shall procure any licences required by any public authority for the usage of the Green in respect of events, liquor, music or any other matter, or confirm in writing that no such licenses are required.
- 6.2 The Licensee shall provide copies of these licences to the Parish Council no less than seven days before the use of the Green.

7. Compliance with Laws

- 7.1 The Licensee shall comply with any laws, rules or regulations which regulate the use it intends to make of the Green.
- 7.2 For the avoidance of doubt, this includes compliance (when applicable) with the *Terrorism (Protection of Premises) Act 2025* (Martyn's Law), including the designation of a responsible person and provision of sufficient polices and public protection procedures as required by that legislation.
- 7.3 The Licensee shall provide evidence of compliance with Martyn's Law to the Parish Council where such compliance is necessary, and particularly where events are likely to include more than 200 people.

8. Cancellation

- 8.1 The Parish Council may cancel the Booking at any time upon giving written notice, and will refund any fee paid as soon as reasonably practicable.
- 8.2 The Licensee may cancel the Booking at any point up to 24 hours before the usage was agreed to commence, and the Parish Council will refund any fee paid as soon as reasonably practicable. Later cancellations will be refunded at the Parish Council's discretion.

9. Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

This licence has been entered into on the date it is returned to the Licensor.