

AGREEMENT

For use of Village Green known as "LION GREEN"

DATE OF AGREEMENT:

This Agreement is between:

(1) **HASLEMERE TOWN COUNCIL** of The Town Hall High Street Haslemere Surrey ("the Landowner");

and

(2) **NAME OF EVENT ORGANISER of Address** ("the Licensee")

It is agreed that:

1. DEFINITIONS:

In this agreement, unless the context otherwise requires, the following expressions will have the following meanings:

Access means either of the two access ways marked with blue arrows on the attached **Schedule 1**.

Agreement means this Agreement together with all schedules and other documents referred to in this Agreement.

Approval means any certificate, licence, consent, permit, Covid-19 risk assessment, event safety management plan, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement.

Authority means any Government, semi Governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

Event means (**Event**).

Land means the area the general boundaries of which are shown edged red on the plan attached at **Schedule 1** and known as Lion Green.

Parties means the Landowner and the Licensee.

Use means use of Lion Green for the benefit of **Organisation**

2. INTERPRETATION:

- 2.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 2.2. A reference to a person includes companies and all other legal entities.
- 2.3. Where the Landowner and/or the Licensee are made up of more than one person, the obligations and liabilities of that party in this Agreement will be joint and several obligations and liabilities of those persons.
- 2.4. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

3. LICENCE

- 3.1. In consideration of the obligations contained in this Agreement on the part of the Licensee, the Landowner grants to the Licensee licence to enter and use the Land on the terms set out in this Agreement.
- 3.2. **The Licence shall run from (Time) on Day Month Year to (Time) on Day Month Year.**

4. ACCESSING THE LAND

- 4.1. The Land shall only be accessed, or egressed, by essential vehicles at the locations identified on the plan attached at Schedule 1.
- 4.2. The Licensee shall ensure that it, and the persons under its control, comply with 4.1 above.

5. USING THE LAND

- 5.1. The Land shall only be put to Use for the purposes of the Event.
- 5.2. The Land will not be used so as to cause any nuisance or annoyance to the Landowner or any adjoining owners or occupiers and not so as to destruct or damage any other property owned by the Landowner, which includes damage to the trees.
- 5.3. **The parking of vehicles and erection of temporary structures by the trees is prohibited. A virtual exclusion zone of the area the spread of the tree canopy is to be imposed. ¹**
- 5.4. The Land shall not be used for general parking for an event.

¹ Imposed because someone was seen to take down a branch at the Fringe Festival (last one before 2022). Would be more appropriate to ensure that tree roots are not driven across and agree a site visit with hirers three months before hand in case a crown lift is required to accommodate infrastructure? To be paid for by hirer?

- 5.5. The Licensee will keep the Land clean and tidy and cleared of any refuse throughout the course of the Event and upon its completion.
- 5.6. The Licensee and the persons under its control must comply on time with all laws in connection with the Land and the use or occupation of the Land.
- 5.7. The Licensee will ensure that the event does not exceed appropriate noise levels specified by Waverley Borough Council and the Code of Practice on Environmental Noise Control at Concerts.

5.8. In an acknowledgement that Lion Green sits within a residential area, the Licensee will cease all amplified live and recorded music by 9pm Sunday through to Thursday during school term time.

5.9. The Licensee acknowledges and declares that:

- 5.9.1. no warranty or undertaking has been given to the Landowner for the Use of the Land; and
 - 5.9.2. it has made its own appraisal of the suitability of the Land for the Use; and
 - 5.9.3. it is aware of all prohibitions and restrictions applying to the Land and orders of Authorities and all law and all obligations and requirements that it must comply with for the Use of the Land to be lawful and safe.
- 5.10. The Licensee must obtain, renew on time and comply with the terms of each Approval necessary to carry on the Use.

6. INSURANCES and LICENCES

- 6.1. During the Term the Licensee must, in connection with its use of the Land under this Agreement, obtain and maintain:
 - 6.1.1. A completed Event Management Plan and provide it to the Landowner not less than 3 weeks before the event;
 - 6.1.2. Any other Risk Assessment and provide it to the Landowner not less than 3 weeks before the event;²
 - 6.1.3. A Temporary Event Notice to cover the alcohol licence for the Event and must show full compliance with its terms and conditions;
 - 6.1.3.1. The Landowner accepts no liability for breach of any terms and conditions made by the Licensee under its Temporary Event Notice;

²Given that C-19 is still in the community it should be considered as part of your overall risk assessment under Health & Safety requirements

- 6.1.3.2. The Licensee must display a copy of the Temporary Event Notice on the Land and supply a copy to the Landowner;
- 6.1.4. The Licensee must provide evidence to the Landowner of any granted Temporary Event Notice prior to the event taking place;
- 6.1.5. Appropriate permission from Waverley Borough Council for the erection of any advertisements over 0.6m²;
- 6.1.5.1. The Licensee must provide evidence to the Landowner of any granted advertisement consent prior to the event taking place;
- 6.1.6. All other insurances which are required by law.
- 6.2. The Licensee must give the Landowner evidence that it has complied with all clauses under 6.1 upon the request of the Landowner.
- 6.3. The Landowner shall permit the Licensee to benefit from its existing Event Licence if all terms and conditions therein are complied with.
- 6.4. The Licensee must put cancellation insurance in place in the event that the Landowner terminates the licence with immediate effect. Further the Licensee acknowledges that by signing this contract it is taking all steps to indemnify itself against loss of earnings.

7. ALTERATIONS

- 7.1. The Licensee must not erect any improvements or make any additions or alterations to the Land without first:
 - 7.1.1. obtaining the Landowner's prior written consent (which may be withheld or given on conditions in the Landowner's absolute discretion); and
 - 7.1.2. obtaining the consent of any Authority whose approval is necessary to enable the Event to be lawfully carried out.
- 7.2. All work carried out under clause 7.1 must be carried out by and at the expense of the Licensee and to the reasonable satisfaction of the Landowner.
- 7.3. All work carried out under clause 7.1 must be removed by the Licensee at its own expense at or before the end of this Agreement. The Landowner may waive this obligation, but this will be in its discretion and must be confirmed in writing to the Licensee for it to take effect.

8. ENVIRONMENTALLY FRIENDLY PRACTICES

The Licensee must make every effort to ensure that disposables are recyclable and contain no plastic.

9. LITTER and DAMAGE

- 9.1. The Licensee must ensure that the Land is cleared of all litter throughout the course of the event and upon its completion.
- 9.2. The Licensee must ensure that no damage is made to the Land and if such should occur the Landowner is entitled to recoup damages from the Licensee to this effect.

10. PROVISION OF TOILET FACILITIES

- 10.1. The Licensee will arrange for the provision of toilet facilities for any event exceeding a day in length.

11. DEALINGS

The Licensee can only assign interest in the Land or this Agreement in relation to stallholders for the duration of the Event.

12. ENDING THE LICENCE

Either Party may terminate this Agreement immediately by giving notice to the other Party.

13. LANDOWNER'S RIGHTS

- 13.1. The Landowner can enter the Land with all necessary workers, materials and equipment at all reasonable times and on reasonable notice (but at any time without notice in an emergency) to:
 - 13.1.1. view the state of the Land and to ascertain whether there has been any breach of this Agreement;
 - 13.1.2. carry out repairs or other works to the Land; or
 - 13.1.3. comply with any laws affecting the Land or with any notice served by any Authority for which the Licensee is not responsible under this Agreement so long as the Landowner tries to minimise any undue disturbance to the Licensee's use of the Land.

14. GENERAL

- 14.1. The Licensee agrees that it is not a tenant of the Landowner and has no property interest in the Land.
- 14.2. The Licensee agrees to occupy and use the Land at its own risk and releases to the full extent permitted by law the Landowner from all claims, demands, costs, losses, expenses, liabilities and proceedings of any kind and from all liability which may arise in respect of any accident, damage or injury to any person or property occurring on the Land in connection with:

- 14.2.1. the use of the Land by the Licensee; or
- 14.2.2. a failure by the Licensee or persons under the Licensee's control to comply with its obligations under this Agreement, unless it is caused by the act, negligence or default of the Landowner.
- 14.3. The Licensee (in the absence of any negligent or wilful act or omission on the part of the Landowner or persons under its control) indemnifies the Landowner to the fullest extent permitted by Law, from and against all claims, demands, costs, losses, expenses, liabilities and proceedings of any nature suffered or incurred by the Landowner arising directly or indirectly from or in connection with:
- 14.3.1. any matter associated with the use by the Licensee of the Land;
- 14.3.2. any breach of this Agreement by the Licensee;
- 14.3.3. any accident or damage to property on the Land to the extent caused by the act or omission of the Licensee of the Land; or
- 14.3.4. any accident or injury suffered by any person or any damage to the property of any person on the Land to the extent caused by the Licensee or the Artist.
- 14.4. A person who is not a party to this Agreement shall not have any rights under or in connection with it.

15. NOTICES

- 15.1. A notice given to a Party under this Agreement must be addressed to the address set out at the beginning of this Agreement or to the address last notified by that Party to the other Party.
- 15.2. Notices must be in writing and signed by an authorised representative of the sender. Notices are taken to have been given or made (in the case of delivery in person, by email, fax or post) when delivered, received or left at the specified address.

By signing this agreement the Licensee conforms to all statements made in its submitted application form.

Signed by



Pippa Auger

On behalf of the Landowner, with authority but without personal liability

(Landowner)

Signed by

Signature.....

(Licensee)

NAME IN BLOCK CAPITALS.....

Address

SCHEDULE 1