



Hurstpierpoint & Sayers Common Parish Council
Email: office@hurstpierpoint-pc.gov.uk
Website: www.hurstpierpoint-pc.gov.uk
Telephone: 01273 833264

Village Centre
Trinity Road
Hurstpierpoint
West Sussex BN6 9UY

LICENCE FOR THE USE OF COUNCIL OWNED LAND FOR AN EVENT

1. DEFINITIONS

The Council: The Council shall be Hurstpierpoint & Sayers Common Parish Council

The Licensee: The Licensee shall be the person, persons, company, association, club or organisation whose name and address appear in the attached Schedule to this Licence.

The Event: The Event shall be as described in the attached Schedule and over the period described.

The Hours of Operation: The Hours of Operation shall be as stated in the Schedule and shall be the period in each day within which the Event will be operating for members of the public.

The Site: The Site shall be the area of land and its access described in the attached Schedule.

The Bond: The Bond shall be the amount of money stated in the attached Schedule and paid to the Council not less than 14 days prior to the start of the Event and returned to the Licensee not more than 30 days after the end of the Event, subject to the condition of this Licence being met.

The Fee: The Fee shall be the amount of money stated in the attached Schedule and paid to the Council not less than 14 days prior to the start of the Event in consideration of granting this Licence to the Licensee.

2. LICENCE

The Council hereby grants a licence to the Licensee and the Licensee agrees to the following conditions:

(1) **CANCELLATION:** the Council may revoke this Licence at any time before the start of the Event, without compensation, if the Licensee fails to comply with the conditions of this Licence.

(2) **INDEMNITY:** The Licensee shall indemnify the Council and keep the Council fully indemnified against any damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:

(a) any act, omission or negligence of the Licensee or any persons at the premises expressly or impliedly with the Licensee's authority, or

(b) any breach or non-observance by the Licensee of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees.

In addition, the Licensee shall obtain a policy of insurance against third party risks/public liability to the value of £5 (five) million. A valid copy of the policy documents shall be received by the Council not less than 14 days prior to the start of the Event.



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(3) **REGULATORY COMPLIANCE:** In agreeing to this Licence the Licensee confirms that he shall comply with all current legislation, codes of practice, regulations relevant to the Event, and that all certificates, tests, checks, certificates of worthiness, entertainment licences, registrations and other requirements are fully up to date. The Licensee shall ensure that the emergency services (fire, police and ambulance) are advised of the timing and details of the Event.

(4) **HOURS OF OPERATION:** The Licensee shall ensure that, outside the hours of operation, all public activities are stopped and machinery and equipment and maintenance relating to the Event do not operate.

(5) **SUBLETTING:** The Licensee shall not sublet or assign any part of this Licence.

(6) **RESTORATION:** At the end of the Event the Licensee shall immediately vacate the Site and remove all vehicles, equipment, rubbish and detritus, and shall ensure that the Site is safe for access and free from all hazards. Within 14 days of the end of the Event the Licensee shall ensure that the Site is restored to the condition described in the Schedule. In the event that the Licensee fails to restore the site and make good any damage within the prescribed period the Council may employ contractors to undertake the work and deduct the cost from the Bond. Where the cost of such work is in excess of the Bond the Council will charge the excess to the Licensee.

(7) **NOTIFICATION:** Not less than 14 days before the start of the Event the Licensee shall inform by individual circular letter all residents in all properties directly in view of the Site. The letter shall advise of the dates, hours of operation and type of Event and contact details of the Licensee.

(8) **GOOD ORDER:** The Licensee shall ensure that good order is maintained on the site throughout the Event. If appropriate the Licensee shall provide security personnel and systems to ensure that members of the public comply with good behaviour.

(9) **UTILITIES AND SANITATION:** The Licensee shall make his own arrangements for power and water supply and drainage, where appropriate making authorised connections to fixed utilities.

(10) **PUBLICITY:** The Licensee shall ensure that the design and use of any publicity material, posters and leaflets shall comply with current advertising standards. All publicity material relating to the Event shall be removed from the area of the Hurstpierpoint and Sayers Common Parish within 14 days of the end of the Event.

(11) **PREVENTION OF ACCESS:** The Council will not be responsible for any loss or damage suffered by the Licensee in the event of the Site not being available, by reason of accident, war, civil commotion, itinerants, strike, lockout or other like cause. The Council may, however, in such event without admitting any legal obligation so to do, return the Fee paid by the Licensee. The decision of the Council, as to whether or not the Site is available, within the meaning of this Clause, shall be final and binding on the Licensee.

(12) **CONTACT:** The Licensee shall provide the name and telephone number of a person who can be contacted by the Council at any time during the period of the Event, and who can exercise authority in running the Event.



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SCHEDULE

The Licensee:

St Lawrence Fair, c/o Lona McDonald, [REDACTED]

Harris FunFair, c/o Robert Harris, [REDACTED]

The Event: Shall be on(date) comprising the following equipment and vehicles:

St Lawrence Fair 5-6 July 2024: Large marquee, various stalls including tables and gazebos, arena, generator, fridge unit, additional gazebo's for committee tent, bar area, fun run finish, beat the goalie, medical ambulance

Harris FunFair: assorted funfair items and rides including swinging boats, carousels, food vendors and other rides

The hours of operation shall be:

St Lawrence Fair: access for set-up and close-down required from Thursday 4 July through to Monday 8 July 2024 to enable set-up and removal of marquee and other equipment

Harris FunFair: On site Monday 1 July to Monday 8 July 2024

Operational from Friday 5 July 2024 from 2pm to 3:30pm and then 6pm to 10pm, and then Saturday 6 July 2024 from 12midday to 5:30pm

The Site: South Avenue Recreation Ground, Hurstpierpoint, WEST SUSSEX is within the boundary shown in red on the attached plan and the single point of access is shown by a red arrow.

The Bond: £400.00

The Fee: £Nil.

Site Condition: The condition of the Site prior to the Event is described by the photographs attached to this Schedule.

Signed: The Licensee Lona McDonald on behalf of St Lawrence Fair Date

Signed: The Licensee Robert Harris on behalf of Harris Fun Fair Date

Signed: The Council Date



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Signed: L McDonald The Licensee Lona McDonald on behalf of St Lawrence Fair Date 6 May '24

Signed: R Harris The Licensee Robert Harris on behalf of Harris FunFair Date 8-5-24

Signed: The Council Date



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South Avenue Recreation Ground, Hurstpierpoint



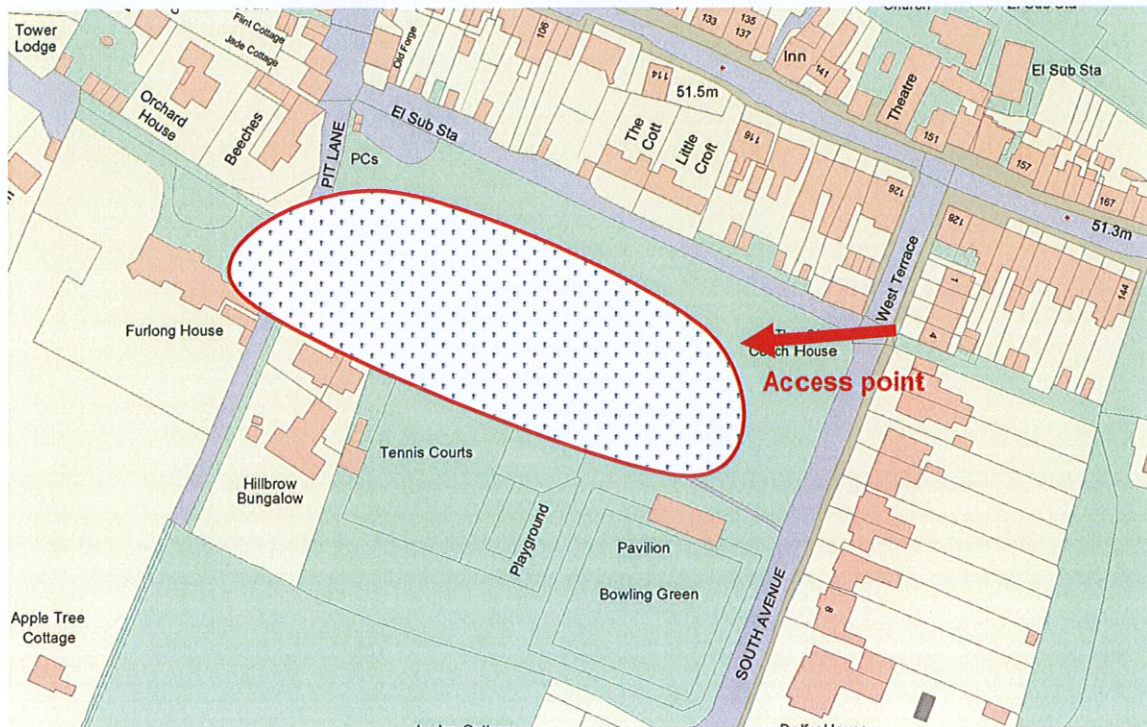


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Area of Occupation and Point of Access



6 May 2024



Additional information to support the Joint St Lawrence Village Fair and Harris Funfair application to use South Avenue Recreation Ground

Applicable to all events

- Full risk assessments will be completed for each event
- Health & safety documents/manual have been updated for 2024 (currently in process)
- Insurance cover will be provided (application currently in process)
- The large marquee is erected on South Avenue recreation ground on Thursday 4 July and dismantled on Monday 8 July

Friday 5 July 2024

Teddy Bears Picnic, 12:30 - 2:30pm

- Event run for pre-school and reception class children
- Entertainment is provided (magician/comedian) as well as craft activities and an ice cream
- Harris Funfair make their carousel ride available to all children during this time
- Estimated 150-300 people attend

Children's disco, 6 - 7:15pm

- Ticketed event - we plan to sell tickets in advance therefore limit the number of tickets to be sold at the event
- Disco for children held in the marquee
- A drink and snack is provided
- Estimated 75-125 children attending plus parents waiting outside

Band night, 6 - 10:30pm

- Adult event with live music and the HurstBarPoint, organised and run by the Fair Committee and volunteers
- Food and beverages: soft drinks and alcohol are served by HurstBarPoint and 2 local food providers will be serving street food (Village Pizza Kitchen & Hurst Butchers)
- A recurring Premises Licence is in place and will be renewed automatically for this years fair to take place
- The live music finishes at 10pm and the event closes at 11pm
- In previous years large numbers of attendees have remained on the recreation ground beyond the event closing time; this year the committee will endeavour to have everyone leave the recreation ground by midnight so as not to disturb the neighbours
- As required, the committee will write to all neighbours surrounding South Avenue recreation ground 2 weeks ahead of the event to explain all arrangements for the weekend
- Extra litter bins (black bins and biffa bins) are provided and the committee and volunteers will also make every effort to clear away rubbish after the event on Friday evening and will return to the recreation ground at 7:30am on the Saturday morning to complete the rubbish collection
- Security is hired overnight for equipment protection
- Medical cover is provided from 6pm through to midnight
- Estimated 1000-1500 people will attend

6 May 2024

Saturday 6 July 2024

St Lawrence Village Fair, 12midday - 5:30pm

- The fair opens at 12midday
- There will be a couple of performances in the arena in parallel to the procession taking place
- There is a procession starting at 1pm at Marchant's Road and finishing at South Avenue recreation ground. For this the Round Table with volunteers manage a rolling road closure, and the police have been notified of the event online
- The fun run starts ahead of the procession at around 1:30pm
- There will be a 'trolley dash' competition after the fun run and ahead of the procession which will be marshalled along the closed High Street
- The procession is held at Crossways whilst both these events take place, and is then released to continue along to South Avenue Rec
- The committee will write to all neighbours on the procession route ahead of the event to explain all arrangements and road closures
- Once the procession has arrived at the recreation ground and then cleared the arena there are several competitions and displays within the arena
- There are between 25-40 stalls (estimated) and Harris Funfair is open from midday as well
- The fair closes at 5:30pm following a finale competition in the arena
- Upon closure the committee encourage everyone to leave the recreation ground to facilitate our clear up
- Security will be present from 12midday through to 6pm
- Medical cover is provided from 12midday through to 6pm
- All litter, stalls and facilities for the fair are collected and dismantled on Saturday evening, leaving the large marquee for the combined church service on the Sunday morning 7 July (not a fair event)
- Estimated 3500-8000 people will attend