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: SHAUN HOLE, SAYERS COMMON VILLAGE HALL ON BEHALF OF SAYERS COMMON VILLAGE FETE IN COLLABORATION WITH SUSSEX VALE ROTARY, SAYERS COMMON VILLAGE HALL, SAYERS COMMON COMMUNITY SHED & SAYERS COMMON SOCIETY

The Event: Shall be on(date) comprising the following equipment and vehicles: SATURDAY 13th JUNE 2026

THERE WILL BE A:- MARQUEE WITH BAND & BAR
ICE CREAM VAN
CLASSIC CAR SHOW
OLD FASHIONED STYLE STALLS

The hours of operation shall be: 10.00 HRS TO 20.00 HRS

The Site: Reeds Lane Recreation Ground (north) 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: £Nill

The Fee: £Nil.

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

Signed: ..... S. HOLE **The Licensee on behalf of Sayers Common Village Fair Date** 23/03/26
.....

Signed: ..... **The Council** ..... **Date** .....

Reeds Lane Recreation Ground (north)

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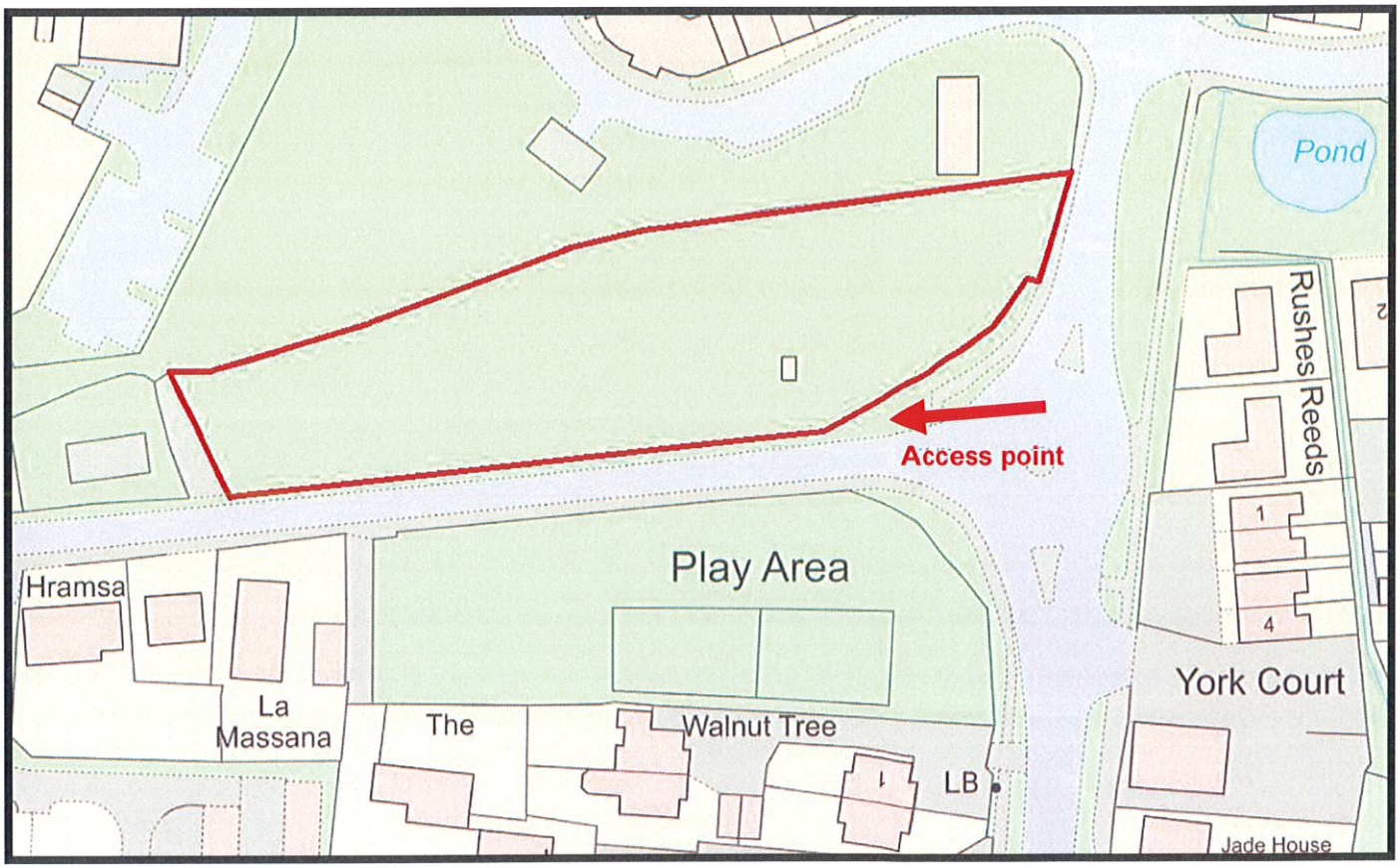
Reeds Lane Recreation Ground (north)

Area of Occupation and Point of Access