



Gold Park Charity  
The Old Fire Station  
Back Street  
Mundesley  
NR11 8JJ  
Tele: 01263 720 603

**GROUNDS USE AGREEMENT**  
**FOR USE BY BUSINESSES AND CLUBS**

**DETAILS OF USE**

**Property to be Used:**

**Gold Park ...Yes/No** .....**Pavilion...Yes/No**.....**Electricity... Yes/No**.....

**Use Period (include set up and dismantling)** .....

**Purpose for which Property is to be used:** .....

.....

**Details of User**

Name of User: .....

Address: .....

.....

Contact Telephone Number: .....

Contact E-mail Address: .....

Company/Trader/Club User is Representing: .....

Position of User: .....

I, the User, wish to apply to use the property for the event/activities as detailed above and in consideration of use being granted I undertake on behalf of both myself and of the company/trader I represent to indemnify the Gold Park Trust and its Trustee as per the Standard Conditions of Use for Council Property and to observe the conditions of use contained therein.

Signed ..... Dated .....

I enclose the following required documentation

1. Public Liability Insurance
2. Risk Assessment
3. Site plan
4. Temporary Events Notice
5. Payment

This application is granted subject to the payment of any due fees and the completion of the associated Check List and Declaration form.

Signed..... Dated.....

**Clerk to the Gold Park Trust**

## **STANDARD CONDITIONS FOR USE OF COUNCIL PROPERTY**

The Gold Park Trust owns and manages Gold Park, the Pavilion and Children's play area.

These standard conditions apply to any and all of these properties.

### **1. Supervision**

The User shall, during the period of use, be responsible for: safety from damage of any Trust property associated with the use; and the behaviour of all persons using the property in relation to the User's event whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The User shall make every effort to ensure that during the period of use minimal nuisance is caused to local residents.

The User shall make good or pay for any damage (including accidental damage) to the property.

### **2. Use of property**

The User shall not use the property for any purpose other than that described in the User Agreement and shall not use the property or allow the property to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the property anything which may endanger the same or vitiate any insurance policies in respect thereof nor allow the consumption of alcohol thereon without the granting of a Temporary Event Notice

### **3. Insurance and indemnity**

(a) The User shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage)

done to any part of the property

(ii) all claims, losses, damages and costs made against or incurred by the Trust, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the property by the User, and

(iii) all claims, losses, damages and costs made against or incurred by the Trust, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the property by the User, and the User shall

indemnify and keep indemnified accordingly the Council and its employees, volunteers, agents and invitees against such liabilities.

(b) The User shall take out comprehensive insurance cover for all activities conducted during the hire period (including any set-up and dismantling) including public liability insurance of at least £5 million and shall produce the policy and current receipt or other evidence of cover to the Clerk of the Trust not less than 14 days before the use period commences.

Failure to produce such policy and evidence of cover will render the Agreement void.

#### **4. Public safety compliance**

The User shall comply with all conditions and regulations made in respect of the property by the Local Authority, the Licensing Authority, and the relevant Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The User shall take all necessary precautions to ensure the safety of all persons attending the event or using the property during the period of use whether as officials' volunteers or members of the public. A Risk Assessment, covering the period of use and all activities to be undertaken at the event, shall be completed by the User prior to the period of use

#### **5. Sale of Alcohol**

If the sale of alcohol is proposed then approval for use of the property will only be permitted under the authority of a Temporary Event Notice (TEN) granted by the appropriate Licensing Authority for this area. The User will be required to produce the necessary Notice to the Clerk to the Trust not less than 14 days before the use period commences. Failure to produce the TEN will render the Agreement void.

**6. Use Fees and Use Cancellation**

The Trust reserves the right to charge a fee for the use of its property. If a fee is charged then the User agrees to pay a non-refundable deposit of 10% of the hiring fee on making the hiring. On receipt of the deposit the Clerk to the Trust will provide confirmation of the use.

The User will pay the Use fee or any balance not less than 14 days before the use takes place. Cheques should be made payable to the Gold Park and crossed. If payment is not made by the due date, or if any of the Standard Conditions are not complied with, then the Trust reserves the right to terminate the Agreement.

**7. No rights**

The Grounds Use Agreement constitutes permission only to use the property and confers no tenancy or other right of occupation on the User.

**8. Assignment**

The User shall not assign any element of this agreement, or sub contract its duties and obligations within the Agreement.

**9. Use Refusal**

The Trust reserves the right to refuse approval for any of its property to individuals, organisations or groups considered inappropriate or for any inappropriate use.

Thank you for your completed booking form. The Gold Park Charity wishes you all the best with your event.

If you have any further queries then please contact me at:

[info@goldpark.org.uk](mailto:info@goldpark.org.uk) or call the office on Tele: 01263 720 603.

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Please note your data will be kept on file until you request it to be removed.