

LYDD TOWN COUNCIL

Terms and Conditions for the use of The Rype

The submission of an Application form for use of the Rype indicates that the Hirer hereby agrees to all the following terms and conditions for the hire and use of the Rype for all events etc.

Introduction

The Rype, which is a registered village green, is maintained and managed by Lydd Town Council.

Applications to use the Rype for all events etc should be submitted to the offices of Lydd Town Council by using the form available on our website www.lyddtowncouncil.gov.uk or by collecting a form from the Guild Hall, 13 High Street, Lydd during opening hours. Please contact 01797 320999 for more information.

Please note that the signed hire agreement together with supporting paperwork should be submitted to Lydd Town Council for consideration. Decisions on lettings and associated use of the Rype will normally be considered by an officer of Lydd Town Council unless the nature of the event or use of the Rype requires approval by the full Council or relevant Committee in which case the request will be included as an agenda item for the next available meeting. Hirers should consult the Council meeting date schedule on the Lydd Town Council website.

www.lyddtowncouncil.gov.uk

The Pavilion is currently leased to Lydd Football Club and to check availability should associated use of the Pavilion for your event be required the hirer should make arrangements directly by emailing lyddtownyouth1979@gmail.com. The Hirer should also check the Fixtures and training schedule published on our website to avoid any potential clash for use of the Rype or so that arrangements for use can be considered.

General Terms and Conditions

1. The Hirer must

- Be aged 21 years or over
- The Hirer must accept responsibility for being in charge of the event and be in attendance at the event at all times and for ensuring that all conditions under this Agreement are met. Where an organisation is named on the application, that organisation shall also be considered as the Hirer and shall be jointly liable with the person who signed the contract. The Hirer must be in compliance with Bye laws and any other applicable legislation at all times during the hire period.

- A mobile phone contact number should be made available for the person in charge on the day of the event and provided to the Town Council office.
2. The Hirer must provide the following written information with their application
 - Full detailed description of the event including expected maximum number of attendees and a defined time limit for the event.
 - Description and positioning of any marquees, gazebos or any other temporary structures. The Hirer must take responsibility for any damage to the surface of the Rype or damage to buried services. An exclusion zone of 12 metres from the line of Manor Road into the Rype is to be observed before the erection of Marquees or any other structure which requires securing to the ground. Please refer to the buried services maps in the Rype policy document.
 - Copies of road closure permissions and notices if required for the event.
 3. The Hirer must notify surrounding properties of their forthcoming event in writing at least one week prior to the event.
 4. The Hirer must provide the Risk Assessment and valid Public Liability Insurance for the event with their application to use the Rype.
 5. The Hirer must not sublet the Rype to be used by another organisation or individual outside of the control of the Hirer.
 6. The Hirer shall indemnify Lydd Town Council against all claims arising from their event
 7. The Hirer shall provide two forms of ID and address when returning the Application form – this could be a photo driving licence or passport (not a work ID card) and a recent Council Tax, Utility Bill or Bank Statement.
 8. No vehicles to be driven on or parked on the Rype as this is an offence. Vehicles can only be parked on the perimeter. All vehicles parked adjacent to the Rype are entirely at their owners' risk.
 9. The Rype is a public open space and the Agreement to use the Rype does not confer exclusive use by the Hirer of the event and should not interrupt enjoyment of the Rype by other residents.
 10. The Agreement to use the Rype constitutes permission only for the use of the event and confers no tenancy or other right of occupation.

Electricity and Toilet Facilities

Should the Hirer wish to use the supply of electricity from the Pavilion this must be detailed on the application form and be arranged directly with Lydd Football Club for access by emailing lyddtownyouth1979@gmail.com . Please note that any electrical equipment which is to be connected to the mains supply must be installed in compliance with electrical regulations in force at the time of the event and any conditions required by the Hirers Public Liability Insurer.

Should the Hirer wish to use the toilet facilities at the Pavilion please contact lyddtownyouth1979@gmail.com to make arrangements.

Alcohol

Lydd Town Council is not licensed for the sale or supply of alcohol. If alcohol is to be served on the Rype for the event, the Hirer must apply to Folkestone and Hythe District Council for a Temporary Event Notice (TEN). The TEN must be prominently displayed at the event and a copy supplied to the Town Council office.

Behaviour

To avoid disturbing neighbours of the Rype the Hirer must ensure that drunk and disorderly behaviour and the use of illegal drugs is not permitted. Any person behaving in a violent or disorderly way must be instructed to leave the event.

Music

Where music is to be played or performed at the event, the Hirer shall ensure that The Music Licence is in place. The Hirer shall indemnify Lydd Town Council against all claims, actions and proceedings arising out of any infringement of copyright.

Commercial Use

The Hirer may not permit the use of the Rype for any commercial profit- making use or retail trading purposes – any activity of this nature must be declared in the application so that it may be carefully considered for consent by Lydd Town Council.

Fetes and Galas

- i) Police and Fire Brigade authorities must be consulted by the Hirer prior to the event and their recommendations followed.
- ii) The Hirer should consult with their Public Liability Insurers as to whether stewards and or qualified First Aid personnel are required and if so, how many.
- iii) The Hirer must ensure that all areas where events are to take place are suitable for their intended purpose.

Other Restrictions during an event

- 11. No fireworks or other pyrotechnic devices are permitted to be used during the event without prior written permission of Lydd Town Council subject to the appropriate risk assessment and insurance.
- 12. To avoid damage to the Rype no open fires, temporary barbeques or similar are permitted.
- 13. The Hirer shall ensure that adequate fire precautions are in place and exercised at all times during the event and that the emergency services are advised as appropriate.
- 14. The Hirer shall ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with

the Safeguarding Vulnerable Groups Act 2006 or any subsequent related legislation.

15. The Hirer shall document all accidents to people attending the event as soon as possible in accordance with RIDDOR Reporting of Injuries, Diseases and Dangerous Occurrences Regulations.
16. Lydd Town Council accepts no responsibility for any loss, injury (to person or property), death howsoever caused, in relation to the hiring of the Rype.

After the event

17. All temporary structures/and or floorcoverings erected on the Rype shall be removed the day following the conclusion of the event and period of hire.
18. The Hirer shall report any damage to the Rype and associated items and undertake to make good any damage to the Rype, its furniture such as benches, play equipment and planting at the Hirers cost by liaising with Lydd Town Council who will put you in contact with our approved contractor to carry out the work. If the Hirer fails to do this then the Town Council will undertake the work on your behalf and you agree to pay the cost of any such work as part of the Agreement. Any existing damage to the Rype and associated items should be brought to the attention of Lydd Town Council office before the event.
19. The Hirer shall collect and remove from the Rype any rubbish or refuse arising from the event.

Cancellation or alteration by the Hirer

20. The Hirer shall notify the Town Council in writing of any alteration to, or cancellation, of the booking at least 7 days in advance of the proposed hire date.
21. If an alteration to the hire date is requested by the Hirer, Lydd Town Council will make reasonable adjustments to accommodate the request. Priority will be given to any other pre-booked events.

Cancellation by Lydd Town Council

22. Lydd Town Council reserves the right to cancel your booking in the event of the above conditions not being complied with, unsuitable conditions on the Rype or severe weather conditions. The Hirer is responsible for obtaining if applicable alcohol and entertainment licences and Lydd Town Council will not accept any liability for non-compliance with regulations.

Data Protection

23. For the purposes of data protection the Hirer consents, by submitting their application, to Lydd Town Council processing their personal data in relation to the hire of the Rype. This will include including the details of the event and hirer on the events page of the Lydd Town Council website and a booking list circulated to Councillors for information.

Adopted by Lydd Town Council at their meeting 8 September 2025