

**Permission, Declaration and Certification
of required standards**

by

Hilton Parish Council

in respect of

Minor Works, Activities and/ or Use

of

**South Derbyshire District Council Land
at Memorial Meadow, Hilton**

South Derbyshire District Council
Civic Offices
Civic Way
Swadlincote
Derbyshire
DE11 0AH
Ref: Memorial Meadow Permit

1. DEFINITIONS

Activities:	To provide management and maintenance of the Memorial Meadow, including maintaining memorial stone, creating and developing habitats and biodiversity, sowing or planting the meadow, maintenance of paths, path margins and access, weeding, litter-picking, site tidying, and to use for permitted outdoor events. Major works, infrastructure, including fencing and gates, and tree inspections will remain the responsibility of South Derbyshire District Council
Parish Council:	Hilton Parish Council with public address Hilton Village Hall, Peacroft Lane, Hilton, Derbyshire, DE65 5GH
Conditions:	The conditions set out at Clause 4 and any other reasonable term or condition required by the Council throughout the Duration.
Council:	South Derbyshire District Council of Civic Offices, Civic Way, Swadlincote DE11 0AH
Cultural Services Officer:	Green Spaces Manager or other Council officer as advised from time to time.
Duration:	Ongoing until notified by the Council
Site:	Memorial Meadow, Welland Road, Hilton, South Derbyshire. DE65 5NR

2. CONDITIONAL PERMISSION

2.1 The Council hereby grants permission subject to the Conditions for the benefit of the Parish Council to execute the Activities at the Site for the Duration.

2.2 The permission granted by this clause includes all associated access rights as reasonably necessary to execute and enable the Activities subject to prior notification to the Council in writing.

3. RECITALS

3.1 The Council's and Community and Cultural Services shall continue to maintain infrastructure, including fencing and gates, inspect and recommend maintenance work to trees and undertake any major works as per existing arrangements.

3.2. By signing this declaration, the Parish Council shall not become obliged to participate in maintenance activities with the exception of an obligation where requested to reinstate the site following works or activities to at least a standard level with its prior condition.

3.3 Permission for minor works, activities and use of land are granted by the Council for the purposes of improving biodiversity and enhancing public enjoyment, including the management of a memorial and meadow, maintenance of the site and holding permitted events.

3.4 Access to the site and all activities, works and use thereof are permitted strictly subject to the following conditions, and the Parish Council hereby warrants that all of the conditions set out within this document are performed prior to taking occupation where possible and the contents accepted.

3.5 The Council has expressed its general desire to actively support and liaise with local organisations and volunteer groups to improve sites, provide volunteer opportunities and promote health and wellbeing in the district.

3.6 Where appropriate, additional planting and enhancements of sites shall be designed and executed in partnership with the Council and the Council shall arrange removal of arisings from any such work in liaison with the Parish Council if required.

3.7 In this permission a reference to writing or written includes e-mail but excludes fax.

4. CONDITIONS

4.1 Written approval for any proposed planting scheme/design/change/non-orchard pruning is obtained from the Cultural Services Officer prior to commencement of implementation.

4.2 An organisational profile, relevant contact details of key personnel and a programme of works will be provided by the Parish Council to support forward planning and timely liaison.

4.3 The Parish Council shall provide its own equipment as necessary to execute works or activities and if other/larger equipment is required this will be requested from the Council where appropriate.

4.4 The Parish Council shall liaise closely with relevant departments of the Council and Derbyshire Wildlife Trust to ensure works and activities are well managed, biodiversity is protected, all relevant parties are informed and updated at all times, waste removed, and arisings are disposed of in a timely manner in liaison with the Council under recital 3.6.

4.5 The Parish Council shall ensure that all health and safety, safeguarding, environmental and horticultural standards are adhered to and decisions are approved by the Cultural Services Officer where applicable.

4.6 The Parish Council shall be responsibility for ensuring that the site and the access route(s) are always safe and suitable for access by the public with respect to their activities at the Site.

4.7 The Parish Council shall ensure that adequate and proper arrangements are in place to the satisfaction of the Council to protect the safety of volunteers, visitors, and all others likely to be within the vicinity of the Site.

4.8 The Parish Council shall not prune mature site trees, install or remove any hard landscaping, fixtures or planting or otherwise alter the Site unless agreed in partnership and given prior approval by the Cultural Services Officer.

4.9 The Parish Council shall be responsible for insuring its volunteers against damage or loss.

4.10 The Parish Council shall be responsible for obtaining any necessary consent with respect to any of its works or activities carried out at or use of the Site.

4.11 The Parish Council shall leave the Site in a safe, clean, and tidy condition following its works or activities carried out at or use of the Site.

4.12 The Parish Council shall not damage or obstruct the management or use of any adjacent land.

4.13 The Parish Council shall make good, to the satisfaction of the Council, any damage to nearby or adjacent property caused by the exercise of its works or activities carried out at or use of the Site.

4.14 The Parish Council shall indemnify the Council against all claims costs or actions arising from any loss or damage caused by or related to its works or activities carried out at or use of the Site.

4.15 The Parish Council shall during the period of this permission maintain a public liability

insurance policy with a reputable insurance company to an amount of not less than £5 million in respect of any one claim and any such claim shall not limit the Certifying Body's liability to the Council.

4.16 The Council accepts no responsibility for loss or damage to the Parish Council unless the loss or damage is caused by the direct negligence of the Council.

4.17 The Parish Council may not assign or extend the terms of this declaration.

4.18 The Parish Council shall not erect any structures, signs or advertisements without the prior written permission of the Council.

4.19 The Parish Council shall consult with house owners and occupiers who may be affected by any intention to create public rights of way into and through the Site and take any representations made into consideration. Before creating a public right of way into and through the Site the Parish Council must provide details of the consultation and representations to the Council and obtain the Council's written approval

4.20 The Parish Council accepts that this declaration does not provide exclusive occupation of the Site and nothing herein shall be construed as creating a tenancy of any type.

5. NON-FETTER

The Council grant this permission as landowner only and it shall have no effect to fetter influence bind restrict limit or impair the Council in any way in any other capacity, as a public authority, or otherwise.

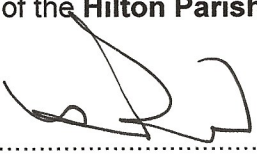
6. LEGAL DECLARATION

6.1 This permission shall have effect from the date entered below.

6.2 By signing this declaration you certify and warrant the performance of the standards terms and conditions herein described.

Signed by RUSSELL POWERS

for and on behalf of the **Hilton Parish Council:-**

Signature: 

Date: 16/4/21