



# **Great Maplestead Parish Council**

## **Village Playing Field**

### **Terms of Use**

**for Casual Users and Organised Events**

**Adopted 31<sup>st</sup> May 2017**



# Great Maplestead Parish Council

## Village Playing Field

### Terms of Use

#### for Casual Users and Organised Events

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# 1. Philosophy

## ✚ The **Parish Council**:

- wishes the Village Playing Field to be a benefit to parishioners and others.
- is committed to ensuring that it shall remain an Open Space for the enjoyment of pastimes by parishioners
- will not wilfully obstruct, deny or prevent such enjoyment unreasonably.
- does, however, reserve the right to act as it sees fit for the preservation of the Playing Field for the majority of parishioners.

- ✚ Suggestions, comments and advice from parishioners about the use of the Playing Field are welcomed at **Parish Council** meetings, dates for which are displayed on the two **Parish Council** notice-boards and can also be found on the **Parish Council** website: <https://greatmaplesteadpc.co.uk>.

# 2. Terminology

- ✚ In this document the following terms have the meaning described:

- **'Playing Field'** means the **Great Maplestead Village Playing Field**.
- **'Casual Use'** is any activity **not requiring permission** of the **Parish Council**, as defined elsewhere, and **not involving more than 40 people**.
- **'Casual User'** is any person enjoying **Casual Use** of the Playing Field.
- **'Organised Event'** is any activity that requires **permission of the Parish Council** and **involves more than 40 people**.
- **'Event Organiser'** means anyone **who has applied for permission** from the **Parish Council** to hold an **Organised Event**.
- **'Event User'** is any person enjoying an **Organised Event** on the Playing Field.
- **'Club'** means any Sports Club with an agreement from the **Parish Council** to use the pitches on the Playing Field.

# 3. Casual Use

## ✚ **General Principles**

1. All Users will make every effort to respect the Playing Field and cause no damage to it or the surrounding area, including: trees, the car park, recycling bins, hedges, fences, furniture, the play area and pitches.
2. The following is a list of **Casual Activities** which may take place on the Playing Field **without specific consent**. This list is not exhaustive; if any User wishes to query whether an activity **not** on the list constitutes Casual Use, he/she should contact the Parish Clerk: [acrisppc@btinternet.com](mailto:acrisppc@btinternet.com).
  - Picnics
  - Children's games
  - Jogging
  - Ball games (except golf & organised league football team games)
  - Informal gatherings (fewer than 40 people)
  - Organised Events (over 40 people, with prior Council permission)
  - Casual games
  - Formalised games (with prior Council permission)
  - Dog walking (but see Item 5 below)

3. Casual games are permitted with the exception of those named in the schedule of **Limitations as to Use** in this document. Formalised games are permitted with the specific permission of the **Parish Council**.
4. The enclosed **Children's Play Area** is designed for the use of younger children. With regard to this area the following should be noted:
  - Small children should be supervised by an adult at all times
  - No dogs or bicycles are permitted within the Play Area
  - No glass or alcohol should be taken into the Play Area
  - Users are requested to use the litter bins provided within the Play Area and at the car park
  - Users are requested to show consideration for neighbouring residents
  - Any dangerous or misuse of the Play Area, or damage to its equipment, should be reported immediately to the Clerk or any Councillor at: <https://greatmaplesteadpc.co.uk/parish-councillor-s/>
5. Dog walking is permitted but **dogs must be kept under control** at all times and **kept on a lead** while any formalised activity is taking place on the Playing Field or in the vicinity of children. Dog faeces **must be** collected by the owner immediately and **deposited in the dog waste bin** provided.
6. Users travelling to the Playing Field by car should park in the designated car park. Cars are parked at their owners' risk. **No overnight parking is permitted.**
7. Users are requested to take litter home with them or put it in the litter bins provided.
8. No structure, marquee, tent or similar may be erected without the permission of the **Parish Council**. Temporary open sided/open fronted gazebos may be erected without permission but must be dismantled on the day and not remain overnight.
10. The use of the Playing Field for informal Casual Use is permitted only in so far as any such use complies with relevant laws of the land applicable at the time.
11. The **Parish Council** reserves the right to disallow Casual Use of any area of the Playing Field temporarily or permanently – it will act reasonably in exercising this right.

#### **Limitations as to Use**

1. The Playing Field **shall not** be used for the following purposes:
  - Car driving/motorcycle riding
  - Golf practice of any kind
  - Ground based fires or barbecues\*
  - Flying of powered model aircraft of any kind
  - Bonfires and/or firework displays
  - Horse riding, shooting or archery
  - Music concerts
  - Overnight parking and camping (without Council permission)
  - **ANY** activities that are dangerous, noxious, offensive, illegal or immoral or risk becoming a nuisance to neighbouring properties.

\* Raised barbecues must be at least half a metre above the ground and must not be sited where they might cause a danger or nuisance to other people. In particular they are not permitted on the pitches, the Children's Play Area or within 6m of garden fences and trees.

2. This list is not exhaustive; if any User wishes to query whether there is a **Limitation as to Use** regarding a particular activity that is **not** on the list, he/she should contact the Parish Clerk: [acrisppc@btinternet.com](mailto:acrisppc@btinternet.com).

## 4. Organised Events

### ✚ General Principles

1. An **Application for Use** of the Playing Field should be made in writing and must be submitted a **minimum of eight weeks** before an event. Application Forms are available from the **Parish Council** website (<https://greatmaplesteadpc.co.uk>) or the Parish Clerk ([acrisppc@btinternet.com](mailto:acrisppc@btinternet.com)). Requests made with less than eight weeks' notice may be refused on grounds of insufficient notification.
2. Such applications will be placed in front of the **Parish Council** at the next council meeting. The **Parish Council** reserves the right to make further enquiries before granting or refusing the application.
3. The **Parish Council** will advise the applicant in writing of its decision through the Parish Clerk at the earliest opportunity.
4. Applicants may be required to provide a **deposit of up to £100** at the time the application is made. This will be held as security against any damage and/or expenses caused by the event and **will be returned** within 14 days after the event, provided the **Parish Council** is satisfied that the Event Organiser has complied with all the obligations herein and no loss and/or damage has been occasioned as a result of the event.
5. Event applications from For Profit/Commercial organisations may be subject to a hire charge.

### ✚ Event Organiser/User Responsibilities

1. The **Parish Council** only holds Public Liability insurance for the Playing Field for Casual Use by the public. The Event Organiser/User is therefore required to arrange their own **Special Events Public Liability Insurance** for any Organised Event. The **Parish Council** reserves the right to request proof of this prior to any event where Public Liability insurance is required.
2. A Risk Assessment must be carried out in writing by the Event Organiser and given in writing to the **Parish Council** before the event.
3. It is strongly advised that a First Aider be in attendance with means to call the Emergency Services.
4. At least two named people must be present for the entire duration of the Event and their names and contact details notified on the Application Form. It is recommended that the named people are clearly recognisable to other Users/members of the public, who may require advice/wish to complain on the day.
5. The Event Organiser must obtain the necessary public entertainment or liquor licence as may be required and have stewards where indicated as a term of the licence.
6. The running of the Event is the responsibility of the Event Organiser who should ensure that participants are adequately supervised.
7. All Third Parties must have their own Public Liability insurance, for example: catering vans, bands and stalls. Proof of Public Liability insurance may be requested by the **Parish Council**. Bouncy Castles must be hired from someone with their own Public Liability insurance and comply with the requirements of the Public Liability, for example: height/weight restrictions, adult supervision.

8. Should the event involve stallholders:
  - they must provide their names and addresses to the Event Organiser who will retain a list. This list will be produced to the **Parish Council** on demand.
  - the Event Organiser must be fully aware of what goods are on sale at any time and, if inappropriate, the stallholder must be asked to leave immediately. Any such occurrence must be reported to the Parish Clerk.
9. No vehicles are allowed onto the grass without permission from the **Parish Council**.
10. The Event Organisers must ensure that the car park area allows for unrestricted access for Emergency Vehicles at all times.
11. If there is a BBQ, then it must be sited in a position where people cannot walk into it, firefighting equipment must be in place (sand/water buckets) and it must be supervised whilst lit or hot.
12. The lighting of bonfires, beacons or the use of fireworks and Chinese lanterns is **forbidden at all times**.
13. The Playing Field is the responsibility of the Event Organiser/Users throughout the event and every care should be taken to ensure that no damage is done to any part of it including: trees, hedges, fences, furniture, the Play Area and pitches.
14. As far as is practicable, the Event Organiser/Users must return the Playing Field to the state in which it was when use commenced, in particular to ensure that:
  - all litter and detritus is removed away from the Playing Field immediately after the event. It is not permitted to place any collection of litter in the litter bins on or near the Playing Field
  - any damage to the Playing Field or the vegetation surrounding it will be made good or paid for such to be effected. Any damage and/or repair must be reported to the Parish Clerk.
15. Parking for the event should be controlled and marshalled. The Event Organiser/Users must ensure unrestricted access for Emergency Vehicles at all times to neighbouring roads and ensure that no obstruction or nuisance is caused to neighbouring residents and their properties.
16. All Event Organisers/Users must ensure that all Health and Safety precautions as listed in this document are adhered to.


#### **Disclaimer**

1. Equipment/items left on the Playing Field, with or without the permission of the **Parish Council**, are the sole responsibility of the owner. The **Parish Council** is not responsible for any damage caused to or by the piece of equipment or item. Any third party using or tampering with the equipment/item without authority does so at no risk to the **Parish Council**.
2. The **Parish Council** shall take all reasonable measures to ensure that the Playing Field is fit for the purpose intended.
3. Should an Event Organiser have a query concerning the maintenance of the **Playing Field** before an Event, it must be advised to the **Parish Council** as soon as possible, and definitely before the commencement of the Event. The **Parish Council** undertakes to make all reasonable efforts to put the matter right before the start of the Event. The **Parish Council** reserves the right to charge maintenance/work required to the Playing Field as a result of an Organised Event application.




## **Sanctions**

1. Failure to observe any of the above considerations will incur the loss of deposit, or part thereof, in order to make good any repairs and/or any other sanctions that the **Parish Council** may impose, including possible redress under law.
2. Any such sanctions shall be reasonable, fair and proportionate.
3. Such sanctions will be notified to the Event Organiser as soon as possible after the event and he/she will be entitled to put forward an explanation before the sanctions are carried out. Such sanctions and this explanation will be considered by the **Parish Council** before the final decision is notified to the Event Organiser.



## **5. Sports Clubs**

-  Specific agreement to use the Playing Field may be granted to a Sports Club by the **Parish Council** following receipt of an Application.
  1. The rules defined above for Organised Events shall apply to the use of the Playing Field by an authorised Sports Club.
  2. Pitch line markings will be organised by the authorised Sports Club.
  3. The **Parish Council** will have the final say on whether the pitches are suitable to play on.
  4. The general public may use the Playing Field, car park and the Play Area but not any of the pitches when an authorised Sports Club is using them.

## **6. Health and Safety**

-  The **Parish Council** will endeavour to keep the Playing Field in a state fit for use by regular inspection. Users need to ensure that they:
  1. Shall **not** perform any action or permit any action to be performed that endangers the safety of other Users or casual passers-by.
  2. Undertake to ensure that the Playing Field is in a safe state for other Casual Users when they leave the area.
-  From time to time there may be objects or materials on the Playing Field which are dangerous or in a dangerous state. Care must be taken to avoid injury by not using or approaching these objects. Any danger must be reported to the Parish Clerk or any Councillor as soon as possible.
-  Dog walkers must make themselves aware of others using the Playing Field and take appropriate action to control animals in their charge. Faeces **must** be removed immediately to protect the health of other Users. **Dogs are not permitted in the fenced Children's Play Area.**

## **7. Playing Field Maintenance**

-  The **Parish Council** shall be responsible for the general maintenance of the Playing Field to include mowing, cutting back and general repairs. It shall engage whatever contractor it determines to perform this.  
**NOTE: Mowing of the Playing Field is currently managed by St Giles' CofE Primary School, Great Maplestead.**
-  The **Parish Council** shall take all reasonable measures to ensure that the Playing Field is fit for the purpose intended.