



# RECREATION GROUND USE POLICY FOR WEST MEON PARISH COUNCIL

ADOPTED 03/09/24 (Minutes Ref. 2820)

## **Introduction**

The Parish Council wishes for the Recreation Ground to be of benefit to parishioners and others. It is committed to ensuring that it remains an open space for the enjoyment of pastimes by parishioners and will not wilfully obstruct, deny or prevent such enjoyment unreasonably. It does reserve the right to act as it sees fit for the preservation of the Ground for the majority of parishioners.

The Parish Council is open to suggestions, comments and advice from parishioners and welcomes such at Parish Council meetings, the dates of which are available on the Parish Council website: <https://www.westmeon-pc.gov.uk>

## **Terminology**

In this document the following terms will be used:

- ‘PC’ means West Meon Parish Council.
- ‘Ground’ means the West Meon Recreation Ground, Headon View, West Meon, Hampshire, GU32 1LH.
- ‘Casual activity’ is any activity not requiring the permission of the PC as defined elsewhere and not involving more than 60 people.
- ‘User’ is any person using the Ground for casual use/activities.
- ‘Event Organiser’ means any person who has applied for permission from the PC to hold an event of more than 60 people on the Ground.
- ‘Event User’ is any person who uses the Ground at an organised event.
- ‘Club’ means any sports club or organisation with an agreement to use pitches on the Ground.

## **Casual Use**

### **General Principles**

1. All Users will make every effort to respect the Ground and the area surrounding it, including trees, paths, buildings, fences, furniture, the play areas and sports pitches, and to cause no damage.
2. The following is a list of casual activities which may take place on the Ground without specific consent. This list is not exhaustive and if any User wishes to query whether an activity not on the list constitutes casual use they should contact the Parish Clerk ([clerk@westmeon-pc.gov.uk](mailto:clerk@westmeon-pc.gov.uk)).
  - Ball games (except golf)

- Picnics
  - Children's games
  - Dog walking
  - Informal gatherings of no more than 60 people
  - Jogging
3. Casual games are permitted with the exception of those named in the schedule of limitations in this document. Formalised games are permitted with the specific permission of the PC.
  4. The enclosed 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 Ground.
    - Users are requested to consider neighbouring residents.
  - Any dangerous or damaged, or misuse of, equipment should be reported immediately to the Parish Clerk or any Councillor.
  5. Facilities for older children are to be found outside the enclosed area. The above (4) also applies to the unfenced facilities.
  6. Dog walking is permitted but dogs must be kept under control at all times. Dogs must be kept on a lead while any formalised activity is taking place on the Ground or in the vicinity of children. Dog faeces must be collected by the owner immediately and may be deposited in the dual-use waste bin provided.
  7. Cars are parked in the car park at the owners' risk.
  8. Users are requested to take litter home with them or put it in the litter bins provided.
  9. No structure, marquee, tent or similar may be erected without the permission of the PC. 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 Ground for informal casual use is permitted only in so far as the use complies with relevant laws of the land applicable at the time.
  11. The PC reserves the right to disallow casual use of any area of the Ground temporarily or permanently. It will act reasonably in exercising this right.

## **Limitations to Use**

The Ground shall not be used for the following purposes:

- By any unauthorised motorised vehicle.
- 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/grazing.
- Shooting or archery.
- Overnight parking and camping.
- Organised Events over 60 persons without permission.
- Any activity that is dangerous, noxious, offensive, illegal or immoral or that may become 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 sports pitches, car park, children's play areas, or within 3 metres of buildings, garden fences, and trees.

## **Health and Safety**

1. No User shall perform any action or permit any action to be performed that endangers the safety of other users or casual passers-by.
2. The PC will endeavour to keep the Ground in a state fit for use by regular inspection.
3. The User undertakes to ensure that the Ground is in a safe state for casual users when they leave the area.
4. From time to time, there may be objects or materials on the Ground which are dangerous or in a dangerous state. Care must be taken to avoid injury by not using or approaching these objects. The danger must be reported by speaking to the Clerk or any Councillor as soon as possible.
5. Dog walkers must be aware of others using the Ground 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 or in/ around the unfenced play equipment.

## **Organised Events**

### **Applications for Use**

1. An application for use of the Ground should be made in the first instance (see 2, below).
2. A detailed 'West Meon Recreation Ground Booking Request Form' (appended to this policy) must be submitted a minimum of eight weeks before use. A request made with less than eight weeks' notice may be refused on grounds of insufficient notification.
3. Such applications will be placed in front of the PC at the next council meeting. The PC reserves the right to make any further enquiries before granting or refusing the application.
4. The PC will advise the applicant in writing of its decision through the Parish Clerk at the earliest opportunity. Where permission has been granted, users will be required to complete the 'Permission to Use West Meon Recreation Ground Form' (appended to this policy).
5. Applicants may be required to provide a deposit of up to £100.00 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 PC 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.
6. No charge may be made for entry to the Recreation Ground without prior permission of the PC.
7. Event applications from for profit/commercial organisations may be subject to a hire charge.

### **Event Organiser/User Responsibilities**

The PC only holds Public Liability insurance for the Recreation Ground land and casual use by the public. Organisers are responsible for the Public Liability of all matters connected with the event.

1. The Parish Council strongly advises the Event Organiser/User to arrange Special Events Public Liability Insurance. It reserves the right to request this for any event and where appropriate proof of Public Liability insurance will be required.
2. A risk assessment must be carried out in writing and given to the Parish Council before the event.

3. It is required that a First Aider be in attendance with means to call the Emergency Services. Location and operation of the Village Hall defibrillator should be noted.
4. At least two named people must be present for the entire duration of the event and their names and contact details must be provided to the Parish Clerk or the Chairman prior to the event. It is recommended that these people are clearly recognisable to other users/members of the public should they 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 events is the responsibility of the Event Organiser who should ensure that they are adequately supervised.
7. All Third Parties must have their own Public Liability insurance, for example: catering vans, fair rides, pony rides, 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 PC on demand.
  - The Event Organiser must be fully aware of what goods are on sale at any time and if inappropriate the stall-holder must be asked to leave immediately. Any such occurrence must be reported to the Clerk.
9. No vehicles are permitted to drive/park anywhere on the Recreation Ground other than the designated car park. Where necessary, vehicles are permitted to deliver/collect goods and equipment prior to relocating to the designated car park, or to remain stationary on the Ground for the duration of the event (e.g. to accommodate catering vans etc.). This should be controlled and marshalled by the Event Organiser, who must ensure that no vehicles are moving around the Ground between half an hour before the start of the event and half an hour after it has finished (or longer if pedestrians are still using the Ground).
10. The Event Organisers must ensure that the access points are kept clear to allow Emergency Vehicles to have unrestricted access at all times to neighbouring roads and the Ground itself.

- 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. See ‘Casual Use’/‘Limitations to Use’ section above for full rules.
- 12.The lighting of bonfires, beacons or use of fireworks and Chinese lanterns is forbidden at all times.
- 13.The Ground 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, paths, buildings, fences, furniture, the play areas and playing surfaces.
- 14.The Event Organiser/Users will return the Ground in the state in which it commenced use; in particular to ensure that:
  - all litter and detritus is removed from the recreation ground and not left on site; and
  - any damage to the Ground or the vegetation surrounding is made good or paid for such to be effected. Any damage and/or repair must be reported to the Clerk.
- 15.All Event Organisers/Users will ensure that all Health and Safety precautions as listed in this document are adhered to.

## **Disclaimer**

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

## **Reasonable and Fair Use**

1. Any 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 sanction that the PC may impose, including possible redress under law.
2. Any such sanction shall be reasonable, fair and proportionate.

3. Such sanction will be notified to the Event Organiser as soon as possible after the event and they will be entitled to put forward an explanation before sanctions are carried out. Such sanctions and explanation will be considered by the PC and the final decision notified to the Event Organiser.

## **Sports Clubs and External Organisations**

1. Specific agreement to use the playing surfaces may be granted to a sports club or organisation by the PC following receipt of an application.
2. The rules defined above for organised events shall apply to the use of the Ground by the Club or organisation.
3. Any form of tournament shall be treated as an organised event and subject to a separate application from the Club or organisation.
4. In general, and so as to preserve the playing surfaces, and to respect the residents in houses next to the Ground, a maximum of 70 football matches shall be played on the Ground per annum. These must not exceed three per week in total. In addition, training sessions are permitted one evening per week per team.
5. Use of the pitches may be subject to pitch fees and agreed with the Club.
6. Line markings on the pitches will be organised by the Club using the pitch.
7. Storage of items will be subject to space being available and by agreement with the PC.
8. The designated 9v9 pitch is leased by West Meon School which has priority use of this pitch during school hours in term time.
9. The PC will have the final say on whether the pitches are suitable to play on.

## **Ground Maintenance**

1. The PC shall be responsible for the general maintenance of the Ground to include mowing, cutting back and general repairs. It shall engage whatever contractor it determines to perform this, and the appropriate vehicular access to the Ground will be given.
2. The PC shall take all reasonable measures to ensure that the Ground is fit for the purpose intended.



## **Recreation Ground Car Park Usage**

1. Any vehicle parked in the car park **MUST** be road legal i.e. have a valid MOT and be taxed and insured.
2. No SORN vehicles are permitted to be left on PC owned land.
3. The PC, as the landowner, has the right to remove any vehicle that does not comply with point 1, above.
4. Caravans, trailers and any other non-motorised vehicles should not be left in the car park at any time.
5. Vehicles should park considerately and refrain from blocking access to buildings, the car park entrance, and the gate onto the Ground itself.
6. Vehicular access onto the Ground is prohibited other than for emergency vehicles and those that require access to carry out maintenance work or deliver/collect goods and equipment.
7. No overnight parking for commercial vehicles is permitted.
8. The gate between the Recreation Ground Car Park and the remainder of the Ground should remain padlocked at all times. The code to this padlock should be changed every 3 months, and the new code provided to PC members and appropriate members of the Sports Club, who will agree not to share with others.

# West Meon Recreation Ground Booking Request Form



<b>Name of applicant:</b> Mr/Mrs/Miss/Ms  <b>Organisation</b> (if applicable):	<b>Address of applicant</b> (block letters):  Post code: Tel: E-mail:
<b>Date of event:</b>	<b>Access to site requirements:</b> Time from:  Time to:
<b>Event name &amp; brief details</b> (please include commercial/non-commercial; estimated no of attendees; intention to have live entertainment/music/alcohol on sale/use of a bbq; vehicle access requirements etc):	
<b>Any additional comments or requirements:</b>	

A damage deposit up to a maximum of £100.00 may be applicable to the hiring of the Recreation Ground. If this is the case, you will be informed by the Parish Council during confirmation of booking, and it will be returned to you if the site is left in a satisfactory condition.

Your booking will be confirmed by e-mail, as will arrangements for gate access to the Recreation Ground.

Please return the completed form to the Clerk: [clerk@westmeon-pc.gov.uk](mailto:clerk@westmeon-pc.gov.uk) or post to The Parish Clerk, West Meon Parish Council, 17 Stewarts Green, Hambledon, Hampshire, PO7 4SU.

# Permission to Use West Meon Recreation Ground Form (to be completed once booking has been confirmed)



I confirm I have read and agree to 'Recreation Ground Use Policy for West Meon Parish Council'. This can be viewed at [www.westmeon-pc.gov.uk](http://www.westmeon-pc.gov.uk) or obtained on request from the PC Clerk. I am over 18 years of age.

I undertake to reimburse the Parish Council for the cost of repairing or replacing any damage or breakage by reason of my hiring the Recreation Ground.

I also undertake to leave the area clean and tidy. I understand that I am to remove all rubbish from site. I understand that any deposit that I have been asked to pay may be withheld if the site is not left in a satisfactory condition.

I hereby undertake and agree to indemnify the Parish Council from and against all liability for injury including death, damage, loss, costs and expenses which may arise as a result of this permission, provided always that such liability shall not extend to personal injury caused by the act or neglect of the Parish Council.

I enclose a copy of the following:

- Risk assessment (to include names/contact details of two nominated persons AND a nominated first aider, on site for the duration of the event)
- Public liability insurance
- TENS licence (if applicable)
- Public entertainment licence (if applicable)

Date:

Signed:

(Print Name/s):

Address:

On behalf of (i.e. organisation being represented):

Please return the completed form to the Clerk: [clerk@westmeon-pc.gov.uk](mailto:clerk@westmeon-pc.gov.uk) or post to The Parish Clerk, West Meon Parish Council, 17 Stewarts Green, Hambledon, Hampshire, PO7 4SU.