

# Pebworth Parish Council

Worcestershire

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## THE CLOSE AND RECREATIONAL FIELD TERMS & CONDITIONS OF EXCLUSIVE USE

### General

The Close and Recreation field are owned and controlled by Pebworth Parish Council (the Council).

Either or both areas may be exclusively reserved for specific private or public events by arrangement with the Council who reserve the right of refusal.

All exclusive events will be reserved under these terms & conditions unless a written variation is made by the Council.

The whole of the recreational field is available for exclusive use and the available area of The Close is indicated on the site plan below.

### The following terms and conditions apply to all exclusive use events on both sites

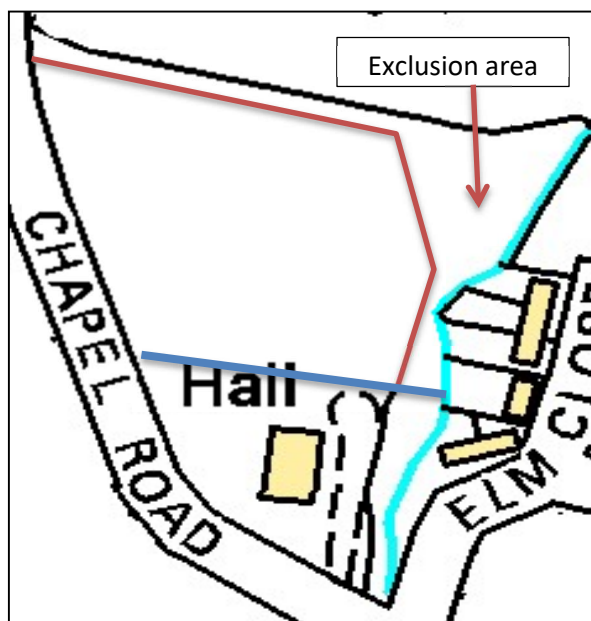
1. The Council reserve the right to charge for the exclusive use of either site in accordance with the fee scales on the booking form overleaf.
2. A person(s) responsible for Health & Safety and event organising must be nominated and must be present throughout any organised event and on both sites if necessary. They will be responsible for a Health and Safety Risk Assessment which will be made prior to commencing their activities and kept on record. The person responsible for Health and Safety shall **submit a completed and specific Risk Assessment a minimum of 7 days prior** to the commencement of the event to the Council.
3. Public liability insurance is available through the Parish Council but only for events which are run by the Parish Council and this **must** be confirmed by the Council for all events. Any event run in conjunction with the Parish Council must be discussed and agreed as a minimum at the Parish Council meeting prior to the event if not sooner – it is the responsibility of organisers to ensure this happens. **Event organisers are responsible to ensure their event has adequate public liability insurance** and this should be confirmed in writing to the Council a minimum of 7 days before the event (with a copy of the insurance documentation).
4. All event litter must be removed from each site. The Council reserves the right to charge for litter clearance if not satisfactorily carried out.
5. Any damage to either site or its infrastructure must be reported to the Council.
6. Excluded areas as indicated on the plan below, are to remain fully accessible to the public at all times, this is due to the public right of way that passes through the Close.
7. Motor vehicles are not permitted on either site unless permission is given by the Council.
8. The organisers are responsible for car parking and the marshalling of cars prior to, during and after the event. This responsibility extends to the ad hoc parking of attendees' cars around the village and therefore the organisers should consider adequate parking arrangements. Car parking is to be covered in the submitted Risk Assessment.
9. The organisers shall be fully responsible for obtaining all necessary licences for the event, including (but not limited to) Performing Rights Society licencing, ensuring any third party caterers have adequate public liability cover etc
10. The organisers must inform neighbouring residents if the event is likely to cause any local disruption such as noise.
11. All events are subject to an inspection of the surface of the Close and/or the Rec either the preceding day or on the day of the event by a representative of the Council to ensure that the surface is in a fit state for the proposed event. If it is decided that the surface is not in a fit state then the Council will discuss the situation with the organisers to endeavour to seek a way in which the event can proceed. However, if no solution can be found which is satisfactory to the Council, then the event cannot take place and all responsibility for the event cancellation will rest with the organisers.

The following conditions apply to The Rec

1. The area around the War Memorial must be appropriately cordoned off and protected.
2. The MUGA, Queen's Canopy area, Golf Net, Trim Trail Equipment and Allotments must be considered when planning an event and addressed in the Risk Assessment.
3. There is only a single vehicle access to enter and exit the site, alongside the back of the MUGA, how this will be addressed must be included appropriately in the Risk Assessment and event planning.
4. Event organisers should be mindful of the nearby entrances to the Pebworth Fire Station and to Wesley Gardens and must ensure neither is blocked.
5. If the football goalposts (and nets if fitted) are in place, if they are moved then they should be put back in the same location and condition as prior to the event.

**The following conditions apply to The Close**

1. The exclusion and event areas must be well defined by a continuous boundary marker i.e. tape fence line and installed by the event organisers to the satisfaction of the Council. The Village Hall boundary (Blue) can be omitted with the Village Hall's consent.
2. Adequate event car parking facilities must be provided to avoid public and highway nuisance i.e. Recreation field car park or whole field.
3. All event litter in the excluded area must be removed as in para 4 above



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## THE CLOSE AND RECREATIONAL FIELD BOOKING FORM FOR EXCLUSIVE USE

A minimum of 14 days' notice is required to book your event.

All events to be booked through the Clerk to the Parish Council.

No event activity to extend beyond midnight.

A deposit may be required at the discretion of the Council or Clerk.

Fees for each chargeable event will be agreed by the Council prior to any bookings.

All fee payments made are payable to Pebworth Parish Council.

**Event name** .....

**Event description** .....

**Event Date** .....

**Event times including setup and removal.** .....

**Organisation or Individual** .....

**Contact details** .....

**Health & Safety and Event Organising Personal Name(s)** .....

**Contract details - Mob phone**..... **Home phone**.....

<b>Fees will apply to exclusive use and be at the Council's Discretion</b>	<b>The Close Hourly Rate</b>	<b>The Close Day Rate</b>	<b>Recreational Field Hourly</b>	<b>Recreational Field Daily</b>
Parishioners regular use	No Charge	No Charge	No Charge	No Charge
Parishioners Ad Hoc use	No Charge	No Charge	No Charge	No Charge
Non Pebworth users Ad hoc use				
Non Pebworth users regular use,				
Car Parking whole field	N/A	N/A		
Commercial use Car Parking area only	N/A	N/A		

As event organiser(s) I/We agree to abide by the terms and conditions and pay the agreed fees.

Signed.....

Print name .....

On behalf of: .....

Date .....