

Foxton Parish Council – Recreation Ground Rules and Guidance for Users

Abbreviations

FPC Foxton Parish Council

RG(T) Recreation Ground (Trust)

VH(T) Village Hall (Trust)

1 Recreation Ground Purpose

Foxton RG is a space provided for the benefit of all parishioners without distinction of political, religious or other opinions and all users must respect the needs of other users at all times.

FPC and RGT, as trustees and owners of the land and buildings, act on behalf of parishioners to provide and maintain the facilities.

The VH is managed independently by the VHT and any use of the VH buildings or facilities must be organised through VHT directly via foxtonvillagehall@btinternet.com.

2 General Rules for All Users

- 2.1 Use of the RG is granted only insofar as all Users comply at all times with the prevailing Laws of the Land and all Users must at all times make every effort to respect the RG, the facilities provided and other Users; any activity which may be dangerous to other Users is strictly prohibited.
- 2.2 Play Area:
 - a. Playground equipment is designed for use only by children up to 12 years of age
 - b. Dogs are not permitted within the Play Area (except registered assistance dogs)
 - c. Glass or alcohol must not be taken into the Play Area
 - d. Users must respect neighbouring residents at all times
 - e. Any dangerous or damaged equipment or misuse of the facilities must be reported immediately to FPC at clerk@foxtonparishcouncil.gov.uk
- 2.3 Organised activities are only permitted subject to written permission being obtained in advance from FPC.
- 2.4 Dogs must be kept under control at all times and dog faeces must be collected immediately by the owner and deposited in waste bins provided or taken home.
- 2.5 Parking is permitted in the church car park, on Hardman Road and in the VH/school car park. No parking over 12 hours is permitted in the church car park. Vehicles should not be parked either fully or partially on grass verges in the surrounding area.
- 2.6 Littering is strictly prohibited – any litter must be deposited in the waste bins provided or taken home if bins are full (see also 6.9).
- 2.7 Camping is prohibited unless specific written permission has been obtained in advance from FPC; no structure, marquee, tent or similar may be erected unless specific written permission has been obtained in advance from FPC; temporary open-sided or open-fronted gazebos may be erected without permission but must be situated so as not to prevent other permitted activities and must not remain overnight.
- 2.8 No advertising or promotional signs or banners is permitted unless written permission has been obtained in advance from FPC at clerk@foxtonparishcouncil.gov.uk
- 2.9 FPC reserves the right to disallow any activity either temporarily or permanently at its sole discretion.

3 Applications and Permission for Use

- 3.1 Casual activities: may be undertaken without permission from FPC provided that Users comply with the General Rules at all times.
- 3.2 Organised activities: permission in advance must be sought from FPC at clerk@foxtonparishcouncil.gov.uk
- 3.3 A detailed application for use should be submitted a minimum of eight weeks before use. Applications must be made in writing to clerk@foxtonparishcouncil.gov.uk.
- 3.4 A request made with less than eight weeks' notice may be refused on grounds of insufficient notification.
- 3.5 Such applications will be placed in front of FPC at the next council meeting. FPC reserves the right to make any further enquiries before granting or refusing the application.
- 3.6 FPC will advise the applicant in writing of its decision through the Clerk at the earliest opportunity.
- 3.7 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 FPC is satisfied that the Organiser has complied with all the obligations herein and no loss and/or damage has been occasioned as a result of the event.
- 3.8 Applications from commercial ventures will be subject to a hire charge; applications from fundraising/not for profit activities may be subject to a hire charge.
- 3.9 Sports Clubs and Associations are subject to individual agreements which must be agreed in advance with FPC.

4 Casual Activities

- 4.1 Casual activities are what may be classed as informal recreational activities normally undertaken in a park setting; the following is a list of typical casual activities which may take place without permission in advance:
 - Ball games with the strict exception of golf
 - Frisbee, kite flying and other children's games
 - Informal running, cycling, and the taking of exercise
 - Picnics – note that specific restrictions apply for barbecues. No disposable single use barbecues allowed at any time on the recreation ground.
 - Dog walking
- 4.2 This list is not exhaustive and if any Users want to query an appropriate casual activity they should contact FPC at clerk@foxtonparishcouncil.gov.uk.
- 4.3 The following activities are not permitted at any time:
 - Organised activities without advance written permission from FPC
 - Driving motorised vehicles, electric scooters, and any other powered vehicle (except by authorised maintenance staff or organisers); (powered mobility aids such as wheelchairs and mobility scooters are permitted at all times).
 - Golf practice of any kind
 - Bonfires or ground based barbecues
 - Fireworks or Chinese lanterns
 - Flying of any powered aircraft or drones of any kind
 - Horse riding
 - Shooting or archery
 - Metal detecting
 - Any activity which may endanger or offend other Users

5 Organised Activities

- 5.1 Any event organised for the provision of entertainment, sport, sale of goods or services, fundraising or other commercial venture may take place only with the advance written permission of FPC at clerk@foxtonparishcouncil.gov.uk and a deposit may be required.
- 5.2 The following is a list of typical organised activities which may not take place without permission in advance:
 - Car boot sales
 - Fairground or circus activities
 - Football, rugby, cricket or other organised sports
 - Music or concerts
 - Beer festivals
 - Shows or fêtes
 - Caravan clubs
 - Dog training classes
 - Private parties or classes of any kind
- 5.3 This list is not exhaustive and if there is any doubt, organisers should contact FPC at clerk@foxtonparishcouncil.gov.uk.
- 5.4 No charge may be made for entry to the RG without the advance written permission of FPC at clerk@foxtonparishcouncil.gov.uk.
- 5.5 No vehicles are allowed onto the grass without the advance written permission of FPC at clerk@foxtonparishcouncil.gov.uk.
- 5.6 For events involving stallholders, Organisers must compile and retain a list of names and contact details and provide this to FPC on demand; Organisers must be fully aware of which goods are on sale at any time and take steps to immediately close any stall which is offering inappropriate or prohibited goods.

6 Organiser Responsibilities

- 6.1 Organisers are responsible for the health and safety and public liability of all matters connected with the event; FPC strongly advises Organisers to arrange appropriate insurance in respect of potential liabilities and it reserves the right to require this for any event it deems necessary.
- 6.2 A written risk assessment must be carried out and provided to FPC in advance of the event; if identified in the Risk Assessment, FPC strongly advises that a First Aider be present with the means to contact emergency services.
- 6.3 Organisers must ensure unrestricted access to the RG and surrounding roads at all times for emergency vehicles and other Users.
- 6.4 Organisers must control and supervise parking for the event.
- 6.5 At least one Organiser must be present for the entire duration of the event and their names and contact details provided to FPC via clerk@foxtonparishcouncil.gov.uk; it is recommended that Organisers are clearly recognisable to all Users.
- 6.6 Organisers must obtain in advance any or all licences necessary for the event; FPC reserves the right to refuse permission for events if proof of the necessary licences is not made available.
- 6.7 Organisers must ensure that any barbecues are sited in safe positions, without risk to Users and must provide appropriate firefighting equipment. Permission for barbecues at any event must be sought in advance from FPC. No disposable single use barbecues allowed at any time.
- 6.8 Organisers must ensure that no damage is caused to any part of the RG including trees, paths, buildings, fences, furniture, Play Areas or sports pitches.

- 6.9 As far as is practicable, Organisers must ensure that they return the RG in the state in which it was found and in particular:
- Remove all litter and detritus immediately after the event
 - Use of the public litter bins on or near the RG is strictly prohibited
 - Make good or cover the cost of repairing any damage caused to the RG or its facilities during the event

7 Sports Clubs and Associations

- 7.1 Regular use of the RG by sports clubs or associations requires specific permission from FPC and acceptance of additional terms and conditions.

8 Health and Safety

- 8.1 No User shall perform any action or permit any action to be performed which may endanger the safety of any User or casual passer-by.
- 8.2 Users must at all times be aware of and respect maintenance staff and vehicles which may be working from time to time.
- 8.3 From time-to-time dangerous objects or materials may be encountered on the RG; Users are strongly advised to avoid injury by not using or approaching such objects and to report them to FPC at clerk@foxtonparishcouncil.gov.uk.
- 8.4 Dog walkers must make themselves aware of other Users on the RG and take appropriate action to control animals in their charge. Faeces must be removed immediately to protect the health of other Users. Dog waste bins are provided.

9 Disclaimers

- 9.1 Any item brought onto or left on the RG, with or without permission from FPC, is the sole responsibility of the User.
- 9.2 FPC is not responsible for any loss, damage, nuisance or injury caused by items brought onto the RG by any User.
- 9.3 Any party using any item brought onto or left on the RG does so at their own risk.

10 Sanctions

- 10.1 Any failure to comply with any conditions of use or responsibilities may result in the loss of all or part of the deposit lodged with FPC and may involve redress under the law.
- 10.2 Any sanction imposed by FPC will be reasonable, fair and proportionate.
- 10.3 Sanctions will be notified by FPC as soon as possible after the event; Organisers may appeal against any sanction imposed and provide mitigating circumstances but the decision of FPC is final.

Signed on behalf of Foxton Parish Council

Name:

Position:

Date:

Sports Clubs and Associations – Additional Conditions for the use of the Recreation Ground and Facilities

Club or Association Name:

1. Summary

- 1.1 Sports Clubs and Associations granted use of the RG must at all times comply with the General Rules which apply to all Users of the RG and the specific responsibilities relating to Organised Activities.
- 1.2 Use of the RG is subject to permission granted and reviewed on an annual basis by FPC and RGT.
- 1.3 Use of the VH (including the Pavilion) is not covered by this agreement and separate arrangements must be made with VHT directly via foxtonvillagehall@btinternet.com.

2. Dates and Times of Use

- 2.1 This agreement governs the period from 1 April 2022 to 31 March 2023.
- 2.2 On match days use of the pitches is reserved for the Club from two hours before the scheduled start of play until one hour after the scheduled end of play.
- 2.3 Clubs may ask other Users to avoid marked play areas during the times reserved for agreed matches.
- 2.4 A list of fixture dates and times must be provided to FPC no later than two weeks prior to the date of the first match on that list.
- 2.5 Additional matches must be notified to FPC and will be permitted subject to pitch availability.

3. Definition of Pitch Areas

- 3.1 A maximum of one full sized football pitch, two junior football pitches and 10 wickets on the cricket square is permitted at any time.
- 3.2 Clubs are responsible for the marking out of boundary lines and other pitch markings in line with agreed maximum dimensions and using materials which present no risk to the health and safety or injury to other Users.
- 3.3 Areas must not be cordoned off for matches more than 2 hours before the beginning of a match. The sports club will remove all ropes and barrier materials immediately after the end of the match.
- 3.4 Clubs must work together to ensure that satisfactory mutual occupation of the RG is possible when required.
- 3.5 At all times boundaries or edges of pitches must be a minimum of one metre (3ft 3in) from all fences or edges of the RG.

4. Health and Safety

- 4.1 Clubs are responsible for the health and safety of all players, officials, spectators and any other Users of the RG during the periods covered by their matches.
- 4.2 All materials used to cordon off areas of the RG must be approved by FPC in advance of their use and Clubs remain responsible for any or all claims resulting from incident or injury connected with them.

5. Maintenance and Upkeep

- 5.1 FPC undertakes to keep the whole of the RG in a satisfactory condition subject to its budgetary constraints and natural variations in the weather; Clubs must make their own arrangements at their own cost for any additional grass cutting, watering, seeding,

fertilisation or other treatments which they may desire after having gained approval in writing for any such work from FPC.

- 5.2 Where grass cuttings are collected, all such cuttings must be removed completely from the RG.
- 5.3 At the end of any match, training session or work, Clubs must ensure that all materials and equipment is removed and stored safely away from the RG.
- 5.4 No action of any sort which endangers the health or safety of other Users will be permitted.

6. Equipment and Security

- 6.1 Clubs are responsible for the safety and security of all equipment involved in their matches.
- 6.2 FPC provides a compound designated for the storage of equipment and materials and Clubs must ensure that this is used at the conclusion of all matches, training sessions or work.
- 6.3 The compound gate must be closed and secured at all times when unattended.
- 6.4 Clubs are responsible for ensuring the compound is kept in good order and a safe and tidy condition. All weeds, nettles, brambles, etc. are to be cut to ground level and removed from the compound.
- 6.5 Football goals must be returned to the compound at the end of every match or training session.
- 6.6 Cricket pitch covers may be left on the square during the agreed dates of the cricket season and may be moved to the sides of the RG during matches or practice sessions as long as they do not obstruct or interfere with other Users; after matches or training sessions covers must be put back on the square or stored in the compound.
- 6.7 Cricket sight screens may be left on the boundary edge during the agreed dates of the season provided that they do not block access to the RG from the church car park or Illingworth Way, or impede the view of people using the tables and seating along the northern (church) side of the RG. 50 per cent of the vertical sight screen lathes must always be removed on all sight screens when there is no cricket played to reduce any risk to RG Users of the sight screens being blown over.
- 6.8 Cricket practice nets must be stored at an agreed location on the RG during the cricket season and in the compound outside of the cricket season.
- 6.9 Permission must be obtained from FPC before any signs or advertising are affixed, either permanently or temporarily, to any building, fence or other structure.

7. Interaction with other Users

- 7.1 Clubs are required to cooperate with other clubs or associations to avoid conflicts of interest.
- 7.2 Foul and abusive language or behaviour from players or spectators is unacceptable and Clubs must make reasonable endeavours to prevent causing offence to other Users.

8. Access and Parking

- 8.1 Clubs must ensure that access to any part of the RG is possible at all times for emergency vehicles.
- 8.2 Clubs are responsible for ensuring that all vehicles including those belonging to officials or opponents involved in their matches are parked in accordance with the RG Rules.
- 8.3 In particular, Clubs are required at all times to be respectful of neighbouring residents and ensure that:
 - a. Appropriate use of cones is made
 - b. Disabled bays are not used or blocked
 - c. No vehicles are parked either fully or partially on grass verges in the surrounding area
 - d. Parking in St Laurence Road is discouraged
 - e. Car sharing is encouraged

- f. A parking marshal is on hand to assist with congestion
- g. All visiting teams and officials are made aware of parking restrictions

9. Disclaimer

- 9.1 FPC is not responsible for any loss, damage, nuisance or injury caused as a result of Club matches or training sessions.
- 9.2 All Sports Clubs and Associations are responsible for ensuring they have in place all necessary risk assessments and insurances appropriate for their activities. Copies of such policies and documents must be submitted to the Clerk on an annual basis.
- 9.3 FPC reserves the right to terminate any agreements or withhold access to the RG in the event of the failure by a Club to abide by the terms of use.
- 9.4 Where equipment is not stored or removed from the RG in accordance with the terms of use, FPC reserves the right to pay a contractor to store or remove such equipment and recharge the Club accordingly.

Signed on behalf of

Club or Association Name:

Signature:

Name:

Position:

Date: