



Stratfield Mortimer Parish Council Fairground Policy

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Introduction

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1 This is the Fairground Policy of Stratfield Mortimer Parish Council and adopts the definitions in the Council's Policy Guidance and Glossary.

2 The Fairground is a 20 acre public open space in the centre of Mortimer owned by the Stratfield Mortimer Fairground Charity and leased to the Council in furtherance of the charitable object of the Charity (the relief in need of the residents of Stratfield Mortimer).

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3 The Fairground is divided into two distinct areas separated by a wildlife corridor:

- the "Recreation Area", comprising the southern half of the Fairground including the children's play areas, the adult fitness equipment area, the tennis courts, the Fairground Hall, and the cricket pitch; and
- the "Grazing Area", comprising the northern half of the Fairground, bounded by Badgers Croft and the rear gardens of properties on King Street to the west, Windmill Road to the north, Hammonds Heath to the east and the wildlife corridor to the south.

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4 The Council administers the use of The Fairground on a day to day basis.

5 The Hall on The Fairground is not operated by the Council but rather by Stratfield Mortimer Community Centre Community Interest Company and this policy is not applicable to that building.

6 Where possible, the Council will permit and promote the use of The Fairground for events or uses that are charitable in nature or that will provide amenity or benefit to the residents of the Parish. However, this will not limit the Council from generating income by permitting use for other lawful purposes.

7 The use of The Fairground is subject to this Policy and its Appendices.

Advertising

8 Advertising on the Fairground fence and noticeboard is subject to the Council's Advertising and Fly Posting Policy.

CCTV

9 The Fairground is covered by CCTV cameras operated by the Council and subject to the Council's Data Protection and Information Technology Policy.

Appendices

10 Annexed to this Policy as Appendices are:

- Appendix 1: The Fairground Regulations;

- Appendix 2: The Fairground Terms of Hire;
- Appendix 3: The Fairground Car Park Rules;
- Appendix 4: The Tennis Courts Protocol.

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Appendix 1 - Fairground Regulations

- 1 In addition to the general Regulations as to use of The Fairground that follow, there may be specific terms of use relating to particular facilities (the tennis courts, cricket pitch, children's play area, adult fitness equipment, etc) that users are bound by or must abide by – for example users must comply with any displayed notices relating to the use of equipment by specific age groups.
- 2 No use will be permitted where there is, on balance, a foreseeable and/or unacceptable risk of:
 - 2.1 any person being exposed to risk of harm, abuse, neglect, or exploitation;
 - 2.2 harm to the environment;
 - 2.3 a breach of health and safety legislation, including but not limited to the use of unsafe and/or poorly maintained equipment brought onto The Fairground by a user;
 - 2.4 unlawful impact on protected characteristics under the Equality Act 2010;
 - 2.5 an otherwise unlawful use;
 - 2.6 unlawful incursion onto The Fairground that prevents it from being used for its proper purpose;
 - 2.7 substantial damage to:
 - 2.7.1 the surface of The Fairground;
 - 2.7.2 trees and other vegetation on The Fairground;
 - 2.7.3 fences and boundaries;
 - 2.7.4 any other features or equipment on The Fairground.
- 3 Open fires, barbecues or other cooking facilities are not permitted (other than in strict accordance with a hire agreement agreed with the Council).

Appendix 2 — Fairground Hire Agreements

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General

- 1 The Council may from time to time hire The Fairground or part of it to a hirer on the basis of a duly completed hire agreement ~~and upon payment of the relevant fee or fees in accordance with its schedule of fees issued annually.~~
- 2 Any such hire agreement ~~may relate to a single activity or event, or to a series of activities, and issued by the Council in relation to The Fairground will, by reference to this Policy and Appendix, shall~~ include the terms below.

Hire Terms - General

3 Unless expressly agreed in writing, ~~t~~he Fairground Regulations shall apply to all hire agreements.

3.4 The Council may at its sole option:

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3.14.1 cancel any planned activity or event, including without notice, if the condition of The Fairground makes it unsuitable for use or due to inclement weather;

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3.24.2 instruct hirers to terminate an activity or event if the terms of this policy or hire agreement are breached; and

4.3 in the event of such cancellation or termination of any booking ~~or event~~ the Council will not be liable for any financial penalty or expense the hirer may have incurred.

~~3.3~~

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4.5 Unless specifically agreed in the hire agreement, all hirers must:

~~4.11.1 complete and submit a comprehensive risk assessment of the event that:~~

~~4.1.11.1.1 includes advice from the Safety Advisory Group, Police, Fire & Rescue, and/or Ambulance Services as appropriate;~~

~~4.1.21.1.1 sets out the ratio of stewards to be in attendance, with a minimum of 1 for every 100 attendees;~~

~~4.1.31.1.1 ensures attendance of qualified first aid personnel;~~

~~4.1.41.1.1 event and layout plans~~

4.25.1 ensure they have a minimum of £5 million public liability insurance covering themselves and any participants in any activity or event they are running ~~themselves as well as for any independent attendees intending to operate vehicles, equipment or bring animals onto The Fairground;~~

4.35.2 obtain any necessary licences required for their activity or event, including for street trading, the consumption and/or sale of alcohol, performance rights, playing of music, or any other matters requiring a statutory licence;

4.45.3 comply with instructions on location of activities, events, vehicles, plant and/or other equipment as set out by the Council;

4.55.4 take reasonable steps to minimise any damage to The Fairground surface, trees and vegetation, fences and boundaries, or other features;

4.65.5 ensure that any activity or event ceases by 23:00 at the latest;

- 4.7.5.6 ensure the security of The Fairground and:
- 4.7.15.6.1 maintain the safety of visitors;
 - 4.7.25.6.2 prevent any unlawful incursion onto The Fairground;
 - 4.7.35.6.3 ensure entrance gates and bollards are securely locked at the end of the hire period, or overnight for events over multiple days;
 - 4.7.45.6.4 keep safe any keys or combinations to locks during the hire period until returned to the Council;
- 4.85.7 agree to reimburse the Council for all costs incurred in repairing any damage caused to The Fairground or Council property because of the activity or event ~~or those attending~~ for any reason, including surface areas;
- 4.95.8 ensure The Fairground is cleared of litter, rubbish or other items left at the end of the activity or any event and ~~to~~ reimburse the Council for all costs incurred for failing to do so;
- 5.9 not permit the use of open fires, barbecues or other cooking facilities (where such facilities are agreed in the hire agreement there must be comprehensive advance plans to make good any consequential damage that may be caused).:-
- 6 No electrical or gas equipment, or any water supply, may be used in relation to any activity or event without the Council's express consent, and if such consent is given:
- 6.1 any cabling, pipework, etc, must be safely laid or installed so as not to be a trip or other hazard;
 - 6.2 all electrical equipment must have visible PAT certification; and
 - 6.3 any gas appliance must comply with relevant regulations.
- 7 If expressly agreed:
- 7.1 the Council may make an electricity and/or water supply available to the hirer upon agreement to pay the relevant unit charges and any administration fee(s); or
 - 7.2 the hirer may arrange an adequate power supply for their activity or event at no cost to the Council.
- 8 The selling of live animals, or giving them away as prizes, is banned without the express written permission of the Council.
- 9 The Council may require the hirer to provide a comprehensive risk assessment for any activity (see below in relation to events).

Hire Terms - Events

- 10 Where the hire agreement relates to an event on the Grazing Area and/or any specified part of the Recreation Area, the Council may requires the hirer to:
- 10.1 complete and submit a comprehensive risk assessment of the event that:
 - 10.1.1 includes advice from the Safety Advisory Group, Police, Fire & Rescue, and/or Ambulance Services as appropriate;
 - 10.1.2 sets out the ratio of stewards to be in attendance, with a minimum of 1 for every 100 attendees;
 - 10.1.3 ensures attendance of qualified first aid personnel;

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10.2 provide event and (a) layout plan(s) of the event showing the location of all elements of the event, emergency access routes, etc.

4.10 Cancellation and Disputes

5 Where a hirer gives notice cancelling an event and hire agreement at least 14 clear days before the date of the event, or the Council cancels an event in accordance with Paragraph 4.118.1, the hire fee will be refunded.

11 Disputes

612 The Parish Clerk, in consultation with the Chairman of the Council's Estate Management Committee if required (or in their absence the Council Chairman or Council Vice-Chairman), will be responsible for resolution of any disputes with hirers. In cases of doubt the Clerk may refer the issue to the Council for resolution.

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Appendix 3 - Fairground Car Park Rules

- 1 Subject to the Council's requirements, the car park at The Fairground is open between 07:30 and 23:59 each day, and the main gate onto The Street may be locked at other times.
- 2 Overnight parking (00:00 to 07:29) in the car park is not permitted.
- 3 All those using the car park do so at their own risk and on the understanding that the Council accepts no responsibility for loss or damage to vehicles or other property howsoever caused.
- 4 No parking is permitted in front of the gates/bollards giving access to The Fairground and to the Hall.
- 5 No commercial activity, trading, etc is permitted in the car park without the agreement of the Council.
- 6 Vehicles over 1.9m in height are not permitted in the car park without the agreement of the Council.

Appendix 4 – Tennis Courts Protocol

Introduction

- 1 This Protocol relates to the use of the tennis courts operated by the Council on The Fairground ("the Courts").
- 2 Where relevant, this Protocol has been agreed to, and will be followed, by Mortimer Tennis Club ("the Club").
- 3 This Protocol applies to all activities taking place at the Courts (which are available for hire through an online booking system ['ClubSpark'] by the public and by the Club).
- 4 The Council is registered with the Lawn Tennis Association ("LTA"), which operates <https://www.lta.org.uk> (the "LTA Website").
- 5 The Club is not registered with the LTA but will comply with this Protocol in relation to its use of the Courts.
- 6 The Council and the Club will follow relevant LTA policies and guidelines that apply to the use of the Courts, the most recent versions of which are to be found on the LTA Website.
- 7 Council Officers act as the Welfare Officer and Deputy Welfare Officer for the Courts, contactable via the.clerk@stratfield-mortimer.gov.uk or 07436 807543:
 - Welfare Officer: Danielle Davis;
 - Deputy Welfare Officer: Sallyann Taylor.
- 8 The Council reserves the right to ban any individual(s) breaching this Protocol from using the Courts.

Safeguarding

Introduction

- 9 The Council is committed to ensuring the safety and welfare of all young people and vulnerable adults who use its facilities, including the Courts.
- 10 The Council strives to promote a safe environment for tennis through adherence to this Protocol.
- 11 This Protocol adopts the LTA safeguarding policies for (a) children, and (b) adults at risk.

Process

- 12 The Club will ensure that any coaches or instructors who deliver coaching or other supervised activities are registered with the LTA and have undergone appropriate DBS checks, in line with LTA safeguarding standards.
- 13 The Council and Club together will promote safeguarding principles and best practice for all users of the Courts.
- 14 The Council will respond to safeguarding concerns reported to it and will take appropriate steps to address them in line with this Protocol.
- 15 If a safeguarding concern is reported to one of the Welfare Officers, the following process will be followed:
 - **Report Made** - the concern will be recorded;

- **Initial Review** - the Welfare Officer will assess the concern to determine if further action is required;
- **No Further Action** - if no action is required, the record will be noted accordingly and the informant (unless anonymous) informed;
- **Refer to LADO** - if the concern involves a child and requires formal intervention, it will be referred to the West Berkshire Local Authority Designated Officer (LADO) (01635 503190; LADO@westberks.gov.uk).

Recording and Monitoring

- 16 All concerns, actions taken and outcomes will be logged and monitored appropriately.

Whistleblowing

Introduction

- 17 Safeguarding children and adults at risk requires everyone to be committed to the highest possible standards of openness, integrity and accountability.
- 18 The Council is committed to encouraging and maintaining a culture where people feel able to raise a genuine safeguarding concern and are confident that it will be taken seriously.
- 19 In the context of safeguarding, 'whistleblowing' is when someone raises a concern about the well-being of a child or an adult at risk.
- 20 In the context of this Protocol, a whistleblower may be anyone (a tennis player, a volunteer, a coach, another member of staff, an official, a parent, or any other member of the public).

Emergency

- 21 If any individual at risk is in immediate danger or risk of harm, the police should be contacted by calling 999.

Non-Emergency

- 22 Where the individual at risk is not in immediate danger, the Council encourages all concerned to report any safeguarding concerns or improper conduct relating to children or vulnerable adults to a Welfare Officer.
- 23 All concerns will be treated seriously and addressed promptly, in line with this Protocol. Whistleblowers will be protected from harassment or victimisation when raising concerns in good faith.

Equity, Diversity and Inclusion

- 24 The Council and the Club:

- 24.1 wish to encourage more people to play tennis more often, in a manner that it is safe, inclusive, and fair, and regardless of a person's age, disability, gender reassignment status, sex, marital or civil partnership status, pregnancy or maternity, race, sex, sexual orientation, religion, race or sexual orientation, socio-economic status or any other background;
- 24.2 each subscribe to LTA policies relating to Equity, Diversity and Inclusion ("EDI") (see 'Diversity & inclusion in tennis' on the LTA Website).

- 25 Any complaint relating to EDI is to be addressed to the Welfare Officers and will be handled in a similar manner to a concern relating to safeguarding.

Other Matters

- 26 Due to the remoteness of the Council Office from the Courts, the Council cannot be responsible for children or vulnerable adults who are left in the care of individuals other than their parents or legal guardians. Parents, guardians, and responsible adults must ensure appropriate supervision of children and vulnerable adults when using the Courts.
- 27 Anyone who does not feel comfortable raising a concern with a Welfare Officer should contact:
- the LTA Safeguarding Team (020 8487 7000); or
 - the LADO (01635 503190); or
 - the NSPCC (0808 800 5000).

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