



Compton Parish Council

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To: All Members of Compton Parish Council
All Councillors are hereby summoned to attend the following meeting.
Please inform the Clerk if you are unable to attend.

NOTICE OF MEETING

MEETING: Full Council
DATE & TIME: Monday 7th June 2021 at 7.00pm
PLACE: Online via Zoom - Meeting ID: 849 9816 8863, Passcode: 637474, [Meeting Link](#)

S. Marshman

Dr. S. Marshman, CiLCA, Clerk to the Council

1st June 2021

Agenda

1. To receive, and consider for acceptance, apologies for absence from Members of the Council
2. To receive any [declarations of disclosable pecuniary interests or non-registerable interests by members or the Clerk and to consider any requests for dispensation](#)
3. To receive:
 - 3.1 Questions or comments from members of the public regarding items on the agenda
 - 3.2 Representations from any member who has declared a personal interest
4. To approve the minutes of the Full Council Meeting held on 10th May 2021
5. To discuss any matters arising from the meeting held on 6th May 2021
6. To receive a report from the District Councillor
7. To review the minutes and recommendations from the following committees:

Committee	Meeting Date	Minute Numbers	Recommendations
Planning	No meeting		
Personnel	25 th May 2021	PER21/22-001 to PER21/22-013	<ul style="list-style-type: none">• The updated Model Code of Conduct be considered for adoption by Full Council.• Increase the Clerk's working hours to 16 per week with up to 4 hours per week overtime when required.

8. To receive an update and review recommendations from the following working parties:

Working Party	Meeting Date	Recommendations
Burial Ground	No meeting	
Village Enhancement	14 th May	Report provided. Agenda items 15 to 18 were requested due to the recommendations from the Working Party.
Digital	No meeting	
Queen's Platinum Jubilee	No meeting	
Street lighting	No meeting	
Sports Pavilion	20 th May	Report provided. Agenda items 19 to 22 were requested due to the recommendations from the Working Party.

9. Planning Applications

- 9.1 To consider the following new planning applications:

- [21/01008/LBC2 6 Compton Manor, High Street, Compton, RG20 6NJ](#) - Extension of existing flue to be 1 metre higher than bathroom window to comply with Health and Safety Regulations
- [21/01192/FUL North Wing, High Elms, Aldworth Road, Compton, RG20 6RD](#) - Construction of a 30m x 25m all weather surface outdoor riding arena
- [21/01294/HOUSE 63 Burrell Road, Compton, RG20 6QX](#) - Demolition of existing garage and erection of new 2 storey side extension and single storey front extension

- 9.2 To consider whether to request the District Councillor calls in any planning applications to the Western Area Planning Committee

- 9.3 To consider whether to refer any planning applications for further response from the Council's planning consultants

- 9.4 To receive a report on recent planning decisions taken by West Berkshire Council

10. To receive the Clerk's report

11. Finance:

- 11.1 To consider approving the payments listed on the [Finance Report](#)
- 11.2 To note the most recent bank reconciliations
- 11.3 To note the Quarterly Budget Report (if applicable)
- 11.4 To receive any reports from the Internal Controller (if applicable)

12. To review the Temporary Scheme of delegation

13. To consider applications for co-option to the Council for up to two vacancies

West Berkshire Council has confirmed the Council is able to co-opt to fill one vacancy. West Berkshire Council will confirm to the Council whether the second vacancy can be filled by co-option prior to this meeting.

14. To consider filling the remaining areas of responsibility

15. To consider purchasing plaques for the new picnic benches
16. To consider installing a play surface at the base of the basketball hoop
17. To consider extending the hardstanding outside the Sports Pavilion
18. To consider relocating one of the approved dog waste bins to Coombe Road
19. To consider the [proposed hire documents](#) and [hire fees](#) for the Sports Pavilion
20. To consider replacing the full-size goalposts in recreation ground with new socketed aluminium goals
21. To consider purchasing corner flags and a line marker for the Recreation Ground
22. To consider purchasing signage, benches, a catering kettle, first aid kit and cleaning supplies for the Sports Pavilion
23. To consider creating a voluntary role to assist with Freedom of Information requests
24. To receive an update on vandalism and anti-social behaviour (ASB) in the village
25. To receive reports on the following:
 - 26.1 Recreation Ground
 - 26.2 Sports Pavilion
 - 26.3 Rights of Way
 - 26.4 Village Hall
 - 26.5 Allotments
 - 26.6 Downland Practice Patient Representation Group
 - 26.7 Communications
 - 26.8 Neighbourhood Development Plan
 - 26.9 Burial Ground
26. To discuss matters for future consideration and for information
27. To resolve under Section 1(2) of the Public Bodies (Admission to Meetings Act 1960) that as publicity would be prejudicial to the public interest by reason of the Confidential nature of the business about to be transacted, it is advisable in the public interest that the Public and Press be temporarily excluded from this meeting and they are herewith instructed to withdraw
28. To consider increasing employees working hours

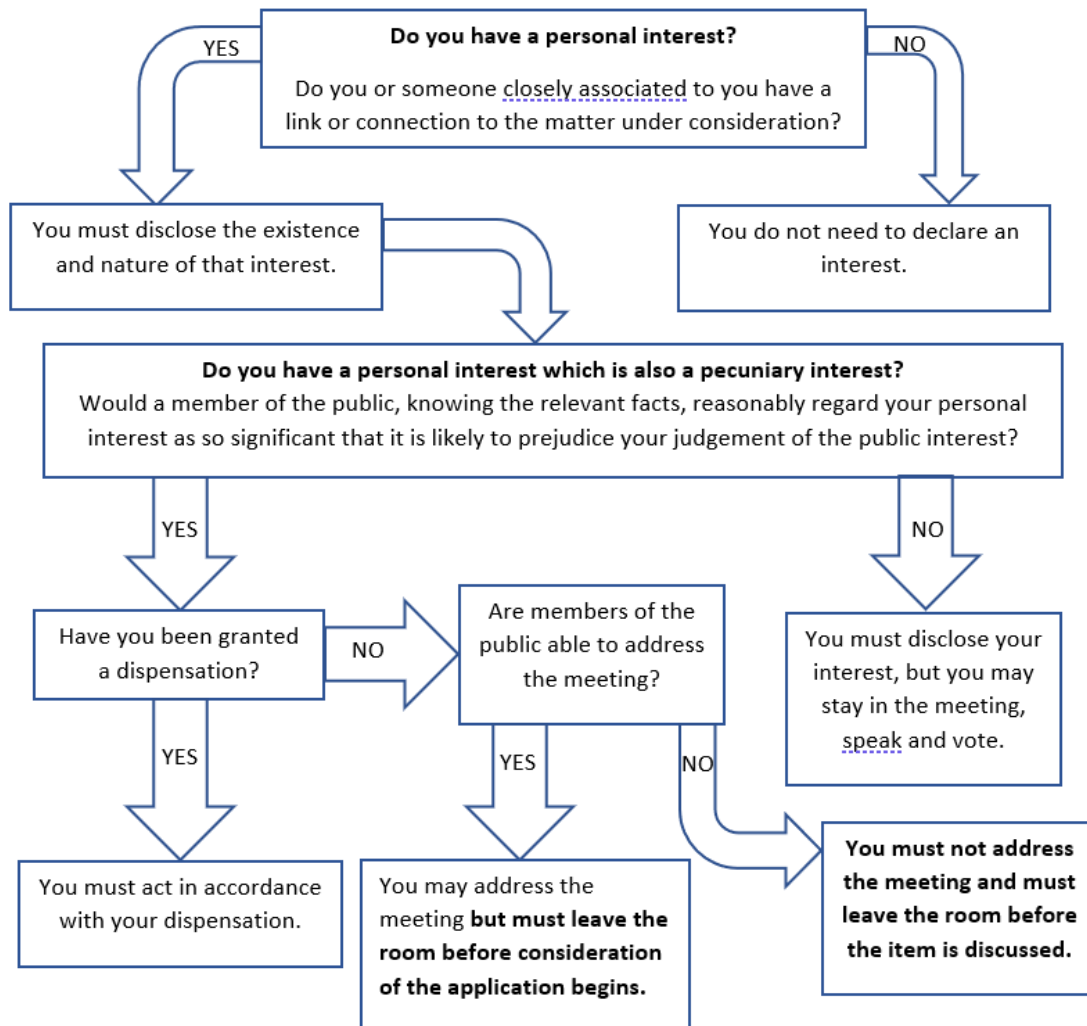
Date and time of next scheduled meeting: Full Council: Monday 5th July 2021 at 7pm

Supporting Documentation

2. To receive any declarations of disclosable pecuniary interests or non-registerable interests by members or the Clerk and to consider any requests for dispensation

Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by the Compton Parish Council [Code of Conduct for Members](#), as adopted on 4th June 2018, minute 18/19-404, and by the [Localism Act 2011 Chapter 7](#).

The following is provided for guidance:



8. To receive an update and review recommendations from the following working parties:

Village Enhancement WP – June Update

Recommendations

- Purchase plaques for new picnic tables to commemorate the community effort during the COVID pandemic.
6" round engraved brass plaques. £36.50 each. (Including parish logo)
 - 1) 'In grateful appreciation of the amazing volunteers and community effort during the COVID pandemic.
Sit here and take a moment to enjoy life.'
 - 2) 'In grateful appreciation of the amazing volunteers and community effort during the COVID pandemic.
The kindness of community lives here.'

Examples



- Increase the use of the standalone basketball hoop by installing a play surface at the base. Quote from CJM to follow.
- Extend hardstanding outside pavilion, to include replacing deteriorating step, installing guttering above double doors and associated drainage works. Quote from CJM to follow.
- Relocate one of the approved dog waste bins from the recreation ground to Coombe Road. This will provide a more even spread of dog waste bins throughout the parish.

Pavilion WP – June Update

Recommendations

- Replace goalposts with new aluminium socketed goals. Quote from CJM to follow.
- Purchase signage for pavilion. A1 size (59.4 x 84.1cm) on aluminium £188.
(<https://www.signomatic.co.uk/>)



- Purchase additional benches for changing rooms.
- Extend hardstanding outside pavilion (passed to VE WP)
- Purchase [line marker](#), self-cleaning. £784
- Purchase [corner flags](#). £39.99
- Purchase [first aid kit](#). £22.99
- Purchase cleaning supplies.
 - Toilet roll
 - Hand soap
 - Hand sanitiser and dispensers
 - Broom x2
 - Mop & bucket
 - Dustpan & brush
 - Disinfectant/ floor cleaner
 - Bleach
- Purchase [catering kettle](#). £34.99

9.4 To receive a report on recent planning decisions taken by West Berkshire Council

The following decisions have been reported by West Berkshire Council since the last Parish Council meeting:

- 21/00545/HOUSE 27 Lowbury Gardens, Compton, Newbury, RG20 6NN - Partial conversion of existing garage into home office/study. Application approved.
- 21/00280/COND1 Land at Old Station Business Park, High Street, Compton - Application for approval of details reserved by conditions 5 (noise mitigation) and 6 (timer system) of approved 20/01226/FUL - External works, m/e works to include ductwork, steel gantry, external plant, external enclosure (fencing), retaining walls, air handling unit and chiller, gas bottle store, solvent stores all concerning unit 10, 11, 12 (existing building). Building alterations include modifications to internal space planning, revised external door design to fire escape doors, omitting roof lights + glazed top and side panel to entrance doors (front elevation) + two windows on the east elevation at first floor and adjusted soil vent pipes (SVP) positions. Application approved.
- 20/02996/COND1 Units 4, 5, 6, and 7, 8, 9, Old Station Business Park, Compton, Newbury - Application for approval of details reserved by conditions 4 (Acoustic Mitigation), 5 (Timing Control Details) and 6 (Painting of ducting) of approved 20/01658/FUL - External works to include new external chemstores/storage/chiller containers positioned outside unit 4,5,6 and 7, 8, 9. New adjoining covered walkway/canopy between 4, 5, 6 and 7, 8, 9. Building alterations to include new extraction ductwork, fan and general fittings. New retaining wall to east (outside unit 6), Internal modifications to floor plans, replacement external doors to rear elevation to Unit 4, 5, 6. Application approved in part (conditions 5 and 6) and refused in part (condition 4).

11. Finance:

Finance Report

Status at last bank reconciliation 30th April 2021

Account	Amount
Unity Trust Current Account	£36,728.92
Unity Trust Deposit Account	£122,634.57
Lloyds Multipay Corporate Card	-£293.28
Total	£159,070.21

Income received 4th May - 31st May 2021

Account	Income Detail	Amount
Unity Current	Allotment/grazing land rent	£531.50
Unity Current	Precept 1st instalment	£24,525.00
Unity Current	CIL 17/02861/FULD The Manor Barn	£1,655.76
Total		£26,712.26

Payments made on Lloyds Corporate Card to be approved

Method	Date	Payee	Payment Detail	Amount
		None		
Total				£0.00

Payments to be approved

Method	Date	Payee	Payment Detail	Amount
BACS	14-May-21	Castle House Joinery Ltd	Brackets for new picnic benches	£72.00
DD	18-May-21	Castle Water	Water Newbury Lane allotments	£141.66
DD	18-May-21	Castle Water	Water School Road allotments	£117.48
DD	19-May-21	Vodafone	Mobile phone May	£15.97
BACS	26-May-21	West Berkshire Council	Compilations Apr	£365.93
DD	28-May-21	Southern Electric	Sports Pavilion electricity Q1	£55.93
BACS	07-Jun-21	BALC	Subscription 21/22	£369.05
BACS	07-Jun-21	Playsafety Limited	Play area annual inspection	£124.20
BACS	07-Jun-21	Starboard Systems Limited	Scribe accounting software 21/22	£417.60
BACS	07-Jun-21	CPRE	Subscription 21/22	£36.00
BACS	07-Jun-21	Heelis & Lodge	Internal audit 20/21	£242.50
BACS	07-Jun-21	CJM Services	Installation of timber to youth shelter seating	£895.00
BACS	07-Jun-21	CJM Services	Concrete pads and installation of picnic benches	£1,645.00
BACS	07-Jun-21	AD Clark	Grounds maintenance April	£682.00

BACS	07-Jun-21	Staff Costs	Including salary, expenses, PAYE and pension contributions May	£1,610.17
Total				£6,790.49

Transfers

Method	Date	From Account	To Account	Amount
DD	18-May-21	Unity Current	Lloyds	£296.28
Total				£296.28

12. To review the Temporary Scheme of Delegation

Temporary Scheme of Delegation

1. Section 101 of the Local Government Act 1972 provides:
 - That a Council may delegate its powers (except those incapable of delegation) to a committee or an officer.
 - A Committee may delegate its powers to an officer.
2. Any delegation to a Committee or the Proper Officer shall be exercised in compliance with the Council's Standing Orders, any other policies or conditions imposed by the Council and within the law.
3. The Proper Officer may nominate another named Officer to carry out any powers and duties, which have been, delegated to that Officer.
4. In an emergency the Proper Officer is empowered to carry out any function of the Council
5. Where officers are contemplating any action under delegated powers, which is likely to have a significant impact in a particular area, they should also consult the Members, and must ensure that they obtain appropriate legal, financial and other specialist advice before action is taken.

Delegation to The Proper Officer

6. As a temporary measure, to allow for effective decision making whilst Covid-19 restrictions and considerations are in place, the Proper Officer may be empowered to take any and all decisions recommend to them by the relevant Committee or Full Council
7. This empowerment does not affect the delegations already in place via Standing Orders or Financial regulations.
8. The Proper Officer may not take additional decisions that would normally be taken by a Committee or Full Council unless that Committee or Full Council has met in a meeting suitably convened under the requirements of the Local Government Act 1972, and made available to the public to view (where not covered by confidentiality) and expressly agreed for that decision to be enacted via this temporary delegation.

Full Council Matters

9. The following items are reserved for Full Council decision only and cannot be delegated to an Officer.
 - To appoint the Chairman and Vice-Chairman in May each year
 - To sign off the Governance Statement by 30th June each year

- To set the Precept
- To appoint the Head of Paid Service (Parish Clerk)
- To make byelaws
- To borrow money
- To consider any matter required by law to be considered by Council

14. To consider filling the remaining areas of responsibilities

Role	Role Holder
Electronic Documentation	Vacant
Flooding	Vacant
GDPR	Vacant
Sports Pavilion Working Party	Dan Neate Rebecca Pinfold Alison Strong Additional member needed
Village Hall Representative	Vacant

19. To consider the proposed hire documents and hire fees for the Sports Pavilion

Terms and conditions for the hire of Council facilities

Compton Parish Council	
Terms and conditions for the hire of Council facilities	
The T&Cs will apply to the hire of the sports facilities and Council owned open spaces	
1	In these terms and conditions (Ts & Cs)
	'the Council' means Compton Parish Council
	'the event' means the sporting fixture or purpose of the hire
	'the facilities' means: all property of, or under the control or management of the Council, which may be the subject of a hire agreement, and includes sports and any associated equipment.
	'the Parish Clerk' means the current Responsible Officer of the Council, or any other officer nominated to act in their place to administer the bookings of outdoor sports and the use of Parish Council property. The Parish Clerk will liaise, as necessary, with other Council officers with responsibility for the provision of facilities for sports use, in order to carry out the functions set out in these Ts & Cs;
	'the hire' means the use of facilities or land by agreement with the Council
	'the hirer' means the person(s) entering into the hiring agreement with the Council
	'the hiring' means the agreement to use the sports facilities.
	'people using the facilities' means people invited, allowed or required by the hirer or anyone else to attend, watch or take part in any sporting activity or other event.
	'sports facilities' means the sports pitches, pavilion, recreation grounds, open spaces and items supplied by the Council.

2	<p>Applying to hire facilities</p> <p>Application for hire must be made using the relevant form supplied by the Council.</p> <p>a. The person signing the application form will be deemed to be the hirer and will be responsible for complying with the conditions of the hiring agreement. If the hiring is being made by a legally constituted club/association or other incorporated organisation, the agreement form for sports must be signed by a person duly authorised by the club/association or organisation named on the agreement form. In the case of a constituted club/association, its current trustees will also be deemed to be the hirer, and they will all be jointly and severally liable under the hiring agreement.</p> <p>b. The hirer must be 18 years of age or older</p> <p>c. The agreement to hire facilities will only come into existence when:</p> <ul style="list-style-type: none"> • an agreement form has been signed and returned • the Parish Clerk or nominated officer has accepted the booking in writing, and all required documentation has been received <p>d. The Council reserves the right to vary, alter or revise any of these T&Cs. This right will not be used to alter the conditions of a booking that has already been accepted. However, if a booking has been accepted but full payment has not been received, the Council has the right under sub-clause 3(c) to alter the charges due.</p> <p>e. These conditions cannot be changed verbally by a Council officer. Any changes must be confirmed in writing by the Parish Clerk or nominated officer.</p> <p>f. The hiring agreement will give the hirer, and/or the represented club/association or organisation, the right to use the relevant facilities.</p> <p>g. The hiring agreement does not convey any exclusive right for the continued use of Council facilities.</p>
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3	<p>Fees</p> <p>(a) The hirer must pay the Council the fixed fees for hiring any facilities a minimum of 48 hours before hire.</p> <p>(b) Failure to pay will result in the booking being cancelled.</p> <p>(c) The Council reserves the right to alter charges without notice. All bookings, other than those where all fees have been paid, remain subject to this right.</p>
4	<p>Bookings</p> <p>No games or events are permitted to take place unless they are pre-booked.</p>

5	<p>Allocation of Pitches</p> <p>The allocation of a football pitch to a Team/League by the Council is for a specific day and time (i.e. Sunday morning) and does not entitle the Team/ League to use the facilities (i.e. Pitch or ChangingRoom/Showers) at any other time.</p> <p>No Team or League shall allow practice games to take place unless the pitch is booked and the appropriate fee paid in advance, otherwise full reinstatement costs will be levied.</p> <p>Any Team or League who continually disregard this ruling will be notified in writing on two occasions to cease. Failure to comply will result in the removal of all facilities allocated.</p>
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6	<p>Subletting</p> <p>The hirer has no right to assign or sub-let the facilities. Any instance of an unauthorised subletting may, at the discretion of the Parish Clerk or nominated officer, result in the hiring agreement being forthwith terminated or suspended.</p>
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7	<p>Cancellation</p> <p>a.) The Council reserves the right to cancel bookings, and without notice, to terminate or temporarily suspend the use of facilities if, in the opinion of the officer in charge of the facilities:</p> <ul style="list-style-type: none"> i) the facilities are unfit or not available for use, or ii) are required for any other purpose. <p style="padding-left: 40px;">This right will not be exercised unreasonably.</p> <p>b) The Council reserves the right to refuse bookings on a permanent or temporary basis, cancel bookings, or attach additional conditions to the hiring of any facilities, if the Parish Clerk or nominated officer has reason to believe that the person concerned:</p> <ul style="list-style-type: none"> i) is in any way responsible for deliberate or negligent damage caused to the facilities; ii) owes money to the Council as a result of, or in connection with, a previous hiring of facilities; iii) is in breach of any other provision of these conditions or has been in breach of conditions relating to any previous hiring of facilities. <p>c) The Council reserves the right to cancel any booking for which payment has not been received by the specified date.</p> <p>d) If, under the provisions clause 7(a), the Council cancels any bookings previously accepted all fees will be refunded.</p> <p>e) If, under the provisions of clause 7(b), the Council cancels any bookings previously accepted, any refund of fees previously paid will be decided by the Parish Clerk or nominated officer.</p> <p>f) If, under the provisions of clause 10 the hirer cancels any bookings, the Council will not refund any fees. The repayment of fees in any case will be at the discretion of the Parish Clerk or nominated officer.</p>
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Prohibition or Termination of matches

The use of facilities will be prohibited or terminated without prior notice by the Parish Clerk, anominated officer or employee of the Council due to; the state of the ground and/or turf, considerable wear due to out of season game/s, unauthorised practice matches, or inclement weather conditions.

9

Use of facilities

- a. The facilities must only be used for the purpose for which they were hired; If the facilities are used for a different purpose, the contract will be terminated by an authorised officer of the Council.
- b. Keys shall be picked up and returned to a set location, at a specified time, as agreed with the Parish Clerk prior to the hire commencing.

10	<p>Pavilion/Changing Rooms</p> <p>a. The hirer will be responsible for inspecting all facilities hired before use. The hirer will be deemed to have accepted that all facilities were in a good and safe condition, unless the hirer has specifically and clearly brought any defects to the notice of an authorised Council officer before the commencement of use. The fact that a Council officer has authorised the facilities to be used does not imply any warranty on the part of the Council as to the condition of the facilities. The hirer must rely on his own inspection.</p> <p>b. Any complaint connected with the hiring or use of any facilities must be made in writing to the Parish Clerk or nominated officer within five working days of the problem being encountered.</p> <p>c. The team secretary/ hirer will be responsible for ensuring that all showers, heating and lighting are turned off before leaving the premises and that the accommodation is secured. It is vital that buildings are locked to prevent unauthorised access by individuals who may cause damage. Any vandalism caused as a direct result of the building being unsecured may result in the relevant team/hirer being charged or partly charged for the damage, and the facility being withdrawn from future use.</p> <p>d. All hirers must ensure that the changing facilities are left in an appropriate condition and are asked to consider other users by ensuring that they are left in a clean and tidy condition. The changing rooms shall be swept and mopped by the hirer after use, as required. Cleaning equipment will be provided by the Council for use by the hirer. If the facilities are left in an unacceptable condition the Council may charge the hirer for external cleaning costs.</p> <p>e. Regarding conditions 10 (c) and (d). a maximum of two written warnings will be given, after which all facilities will be withdrawn to the team/hirer, and no further bookings will be accepted.</p> <p>f. In line with The Smoke free Legislation of the Health Act 2006; it is against the law to smoke anywhere within any of the changing rooms. Failure to comply with this condition will result in termination of the contract.</p>
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11	<p>Outside Footwear</p> <p>Players must remove ALL dirty footwear before entering the changing rooms. In addition to this studded football boots are not permitted in the changing room at any time. Under no circumstances should footwear be washed in the showers or sinks. Failure to comply may result in the team/hirer being charged for resulting damage and/or withdrawal of facilities.</p>
12	<p>Use of Electrical Equipment</p> <p>Under no circumstances should hirers use their own electrical equipment in any of the changing rooms.</p>

13	<p>Goalposts & Pitch marking</p> <ol style="list-style-type: none"> 1. The Council will arrange for a sports pitch to be marked by the Parish Council contractor, at the beginning of the season. 2. The Council will, at it's own expense, provide the necessary goal posts, nets, corner flags, line marker and paint for all football bookings. 3. The hirer is responsible for the erection of football nets and putting into safe storage after a game. The hirer is also responsible for marking the pitch using the Council's line marker to maintain the lines throughout the duration of the season.
14	<p>Insurance</p> <ol style="list-style-type: none"> a. All hirers must have and are required to produce to the Council a policy of insurance in respect of third party liability in a sum of £5,000.000 and, in any event, the hirer shall indemnify the Council and its Officers and Employees against any claims which may be made against them in respect of the use of any or all of the facilities during the period of hire. Any hirer found not to have taken out a policy of insurance will not be allowed to continue their games until proof of insurance has been shown to the Council. b. Hirers should submit a copy of their insurance documents with the completed application form. c. Failure to produce such insurance documents to the Council will result in the termination of the contact.
15	<p>Safeguarding Junior and Youth teams</p> <p>All teams with under 18s are required to have:</p> <ol style="list-style-type: none"> a. A safeguarding policy (a copy of which must be supplied to the Council when applying to hire facilities) b. The relevant DBS checks for staff and coaches. c. Appropriate accredited staff and coaches.
16	<p>Season Dates</p> <p>Season start and end dates will vary by sport. The Council shall confirm in writing the relevant dates for that season prior to the hire commencing.</p> <p>The start and end of season dates, during which the pitches may be used, will be fixed by the Council and no extension beyond these dates will be permitted without prior written approval.</p>
17	<p>Prohibited Activities</p> <p>The Council does not permit the sale or supply of alcoholic liquors in its open spaces except with specific approval. The hirer/s shall take all necessary steps to observe and secure the observance of this condition, and to avoid alcohol consumption.</p>

18	<p>Behaviour</p> <p>a) Disorderly conduct is not allowed in the open spaces or changing facilities. The use of foul and abusive language will also not be tolerated.</p> <p>b) Any members of the team found urinating/defecating within the public open space, may result in the team having the pitch and associated facilities withdrawn by the Council.</p> <p>c) Any players, officials or spectators who have been found to be engaging in racist, religious, sexual or homophobic abuse, harassment or intimidation may face disciplinary action by the appropriate governing body and the Council will withdraw all bookings.</p> <p>d) Any threatening or abusive behaviour towards members of the public or Council staff will not be tolerated and may result in immediate withdrawal of facilities by the Council.</p>
19	<p>Parking</p> <p>a. Vehicles of any sort (including motorcycles) must not be parked or left on any area other than on officially designated parking areas;</p> <p>b. or where the Council permits.</p>
20	<p>Litter</p> <p>At the end of matches, clubs must ensure that they remove all property including litter/tape etc. from the pitch area and the changing rooms. Teams/Hirers failing to comply with this condition may be charged for cleaning or have the use of the facilities withdrawn.</p>
21	<p>Public Address Systems</p> <p>The hirer must ensure that:</p> <p>If any public address equipment and/or other amplifying equipment is to be used, prior written consent must be obtained from the Council. The equipment must not cause annoyance or nuisance to the occupiers of surrounding property or to the general public.</p>

22

Charging & Fund Raising

- No charge can be made by the hirer, or any other person(s) attending, watching, or taking part in any event, without having first obtained the written consent of the Parish Clerk or nominated officer. Any application for written consent must give full details of the charges to be made, and how the proceeds of the charges are to be used.
- For the purposes of these conditions, a charge will be deemed to be made when:
 - i) money is demanded or paid for admission to, or participation in, any event
 - ii) programmes for an event or other goods are sold
 - iii) a collection of money or goods is made
 - iv) a raffle or lottery of any sort is held.
 - v) The sale of Food & Drinks to spectators in the parks, playing fields or changing rooms without the appropriate licence is prohibited.

23

Damage

- a. The hirer must take all appropriate measures to ensure that no damage, either directly or indirectly, is caused to any facilities.
- b. The hirer agrees to pay the Council, within 14 days of receipt of a written demand, compensation for any damage caused in breach of clause 23(a). The Parish Clerk or nominated officer will reasonably assess the amount of compensation. This will be the cost of repairing the damage, together with the actual or estimated amount of income lost by the Council, as a result of damaged facilities. The decision of the Parish Clerk or nominated officer will be final.

24

Hirer's Responsibility

a. The hirer must be responsible for ensuring that all those attending the activity, comply with:

- all reasonable instructions of the authorised Council officers in charge of the facilities.
- all relevant Council bylaws.
- any Acts of Parliament relating to, or regulating the use of, these.
- current equality and safeguarding legislation including the use of photographic or video recording equipment.

b. The hirer must make suitable arrangements for the proper supervision of the activity, to ensure that his responsibilities under clause 24 are met. The hirer must take all precautions necessary to ensure that:

- No inconvenience or annoyance is caused to:
 - users of other land or facilities belonging to the Council
 - owners or occupiers of neighbouring properties
 - the general public

- No injury or damage is caused, or is reasonably likely to be caused to:
 - people using the facilities
 - the users of other land or facilities belonging to the Council
 - owners or occupiers of neighbouring properties
 - the general public
 - any personal property

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Correspondence

Any correspondence sent to the hirer via email or post will be deemed to be received. The hirer is responsible for notifying the Parish Clerk or nominated officer in writing of any change of home or email address. The Council accepts no liability or responsibility for any loss or damage arising from failure to comply with this condition.

26.

Council Liability & Responsibility Waiver

a. The Council accepts no responsibility or liability for any damage or injury that may occur to:

- the hirer
- anyone using the facilities
- any property of the hirer or anyone using the facilities.
- any property or equipment stored at the sites or in the pavilions.
- the operation or maintenance or any equipment which is provided by third parties and are not owned by the Council. e.g. defibrillators.

This also covers the loss of any property belonging to anyone, except where the accident, damage, injury or loss has been caused through the negligence or act of the Council, or a Council officer in the course of their employment.

It is strongly recommended that valuables are not left in changing rooms or on pitches.

b. The hirer must ensure that the contents of clause 26(a) of this clause are brought to the attention of everyone using the facilities. Anyone using the facilities will be deemed to do so at their own risk, waiving all rights (if any) to claims against the Council in respect of any accident, damage, injury or loss for which the Council refutes any responsibility or liability under clause 26(a).

c. The hirer agrees to indemnify, and keep indemnified, the Council against all proceedings, claims, costs, expenses and liabilities in respect of:

- any injury (whether fatal or otherwise) to anyone (whether using the facilities or not); and/or
- any loss of, or damage to the property of anyone (whether using the facilities or not) arising from, or caused by, the hire of the facilities by the hirer.

d. The hirer must obtain Public Liability insurance cover in order to protect themselves from any liabilities that may arise out of the activity and/or the indemnity given to the Council pursuant to clause 26(c) above.

Council Rights

- a. The Council reserves the right for any of its authorised officers to enter the hired facilities at any time to ensure the conditions of hire are being complied with.
- b. If an officer on visiting the hired facilities reasonably believes:
 - the hirer has not taken, or is not taking, the action necessary to fulfil his responsibilities under clause 24 or any action has been taken, or is being taken, in connection with the activity for which the prior written consent of the Parish Clerk or nominated officer is required under the terms of these conditions, and that prior written consent has not been obtained;

then that officer, at their discretion, may either require the hirer to take any necessary action, or cancel that booking and require the hirer and everyone using the facilities to vacate them immediately. No fees are refundable to the hirer by the Council, in respect of a booking cancelled in this way.

Facilities Hire Agreement Form

Compton Parish Council
Facilities Hire Agreement Form

All sections of this form **MUST** be completed in full.
Before completing this form please read the enclosed 'conditions of hire'
Please complete ALL sections in **BLOCK CAPITALS**

Organisation/Club Name:		
	Secretary or Authorised Person	Treasurer
Title		
First Name		
Surname		
Address		
Town		
Post Code		
Home Telephone		
Work Telephone		
Mobile		
Email		

First Fixture Date (dd/mm/yyyy)	Last Fixture Date (dd/mm/yyyy)
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Please complete the following as fully as possible for **each Team** you are applying for. If there are more than three teams, please provide the additional information on a photocopy of this form.

Team (1st, U16)				
Senior / Junior*				
League				
Division				
Site/Pitch Required				
Match Day				
Session Required	Morning		Morning	
	Afternoon		Afternoon	
Est no of home matches at this site	League		League	
	Cup		Cup	
	Total		Total	
Changing Rooms (Y/N)				

For a team to classify as junior All members of the team must be under 17 years of age

Insurance

Third Party /Public Liability Insurance with **Minimum Cover of £5 million**, is required for the hire of any outdoor facility.

A valid copy of your public liability Insurance Certificate must accompany this Application Form before any bookings will be confirmed.

Safeguarding

Any hirer who provides activities for children or vulnerable adults is required to adhere to current safeguarding legislation and guidance, in accordance with the council's hiring terms and conditions

All team's youth teams with players under 18 year of age must have a safeguarding policy and procedure.

An up to date copy of their safeguarding policy and procedure must accompany this Application before any booking will be confirmed.

I hereby agree to observe the Council's Conditions of the Hire relating to the hire of outdoor sporting facilities.

I further acknowledge and accept that I am responsible for the conduct of all participating players and teams and that the Council may suspend or terminate future use of the facilities if there is a failure to comply with the Conditions of Hire.

In accordance with Council procedures I accept that all invoices will be emailed to the email address provided below. I understand and accept that I am personally responsible for any debt arising from this hire and agree to pay all invoices within the specified time limits.

Please note that it is the responsibility of the hirer to ensure they have the necessary insurance as the council accepts no responsibility or liability for any damage or injury that may occur (Please see the Council terms and conditions)

Please tick to confirm that you accept the terms and conditions of use attached [].

Signed Print name.....Date.....

If the billing address is different to the above, please enter details below:

Email Address:

Name:

Address.....

.....

.....Post Code.....

Tel No: Work..... Home:.....

Mobile:.....

Proposed Pavilion Hire Charges

Costs worked around the aim to secure two home teams per season. Each team would have an average of 10 home matches.

We would propose not to charge local schools and charitable organisations.

The pitch would need to be protected from overuse and priority given to paying hirers.

The expectancy will be that hirers leave the pavilion as found and undertake basic cleaning after each use such as sweeping out changing rooms. No football boots or muddy footwear will be permitted within the pavilion. All rubbish to be removed by hirer.

Sport pitches for regular home teams would be marked at the beginning of the season by the parish council contractor, after which the hirer will be responsible for marking the pitches with line marker and paint provided.

Pavilion & Pitch

£55 non resident / £50 resident

Breakdown:

£15 electric / water

£20 pitch (nets & use of line marker with paint)

£15 consumable items (toilet roll, hand soap, bleach etc) & towards ad hoc cleaning costs.

Our aim is to keep the costs as affordable to hirers as possible, however if we have to get the pitches marked by our contractor that would add £25 to the hire cost. Likewise, if hirers didn't leave the pavilion in a clean and tidy state then that would add £35 to the hire cost to cover regular cleaning costs.

Pitch Only

£25 non resident / £20 resident (minimum of 10 bookings a season)

Covers nets, corner flags & use of line marker with paint.