# ASTON CLINTON PARISH COUNCIL

Minutes of the **Facilities Committee** meeting
held at 6.30pm on **8th May 2024** at the
Parish Council Office, Aston Clinton Park, HP22 5HL

**PRESENT:** Cllr D McCall (Chair), Cllr C Judge, Cllr M Mason, Cllr C Read, Cllr L Ronson & Cllr P Wyatt

**IN ATTENDANCE:** Mrs S Payne (Clerk)

**F23.78 Public Participation** No members of the public present.

**F23.79 To Receive Apologies for Non-Attendance** None received.

**F23.80 To Receive Declarations of Interest or Requests for Dispensation** None received**.**

**F23.81 To Approve the Minutes of the Meeting Held on 27th March & Extraordinary Meeting held on 8th April 2024.** The minutes of the meetings held on 27th March and 8th April 2024 were approved as true and accurate records and were signed by the Chair.

**F23.82 To Consider Installing Additional Speed Bumps on the Main Park Driveway**
Cllr Wyatt reported that vehicles were still speeding along the main driveway into the park. It was agreed that quotes for installing another set of speed bumps, possibly set diagonally across the drive would be sought. **ACTION: Cllr Wyatt**

**F23.83 To Receive an Update on the ANPR**
Cllr Read reported that clarification had been sought on the difference between the issuing of parking penalty notices and parking charge notices. As parking charge notices rather than penalty notices would be issued one of the original companies who had quoted had withdrawn.

It was agreed that a working group be established, made up of existing Facilities Committee members, to prepare a detailed plan of what was expected to be achieved from the installation, proposed charges, operating parameters and how the system would impact park users. This would enable a consultation of residents and regular park users to be designed. **ACTION: ANPR WG**

**F23.84 Grounds Maintenance**

i. Park grass cutting: Cllr Ronson reported that the contractor had been contacted as the main allotment paths had not been cut. Also strimming had not been carried out along fence lines.

ii. Football pitch remedial work: The Grounds Maintenance WG would be meeting to consider remedial work requirements during the closed period.

iii. Main football pitch repositioning: Cllr McCall reported that the possible relocation of the 1st team pitch from its current location to the adjacent pitch, where the turf was in better condition and did not suffer from the compacted ground and subsequent drainage issues, had been discussed with the club. The football club would investigate if the change in location would meet with current league conditions with regard to dug out locations and distance from changing facilities.

iv. RKP flower beds: The need to erect temporary picket fencing around the flower bed on the RKP patio was considered. The current flower bed required replanting and in order to protect the new plants the gardener had advised that fencing be installed. **It was resolved to install temporary picket fencing around the flower bed on the RKP patio at an estimated cost of £100.** **ACTION: Cllr Read**

v. Picnic bench near the meadow pitch: The committee considered quotes for the installation of a picnic bench on a concrete base where a trim trail workstation had been sited on the meadow pitch. The proposed bench would be made from non-porous 100% plastic and

was guaranteed maintenance-free for 25years. No BBQ signs would be erected near the bench. **It was resolved to purchase a plastic picnic bench in green with black legs at a cost of £485 and install it on a concrete base**. **ACTION: Clerk**

vi. Central path remedial work: Cllr Read reported that areas of the path required remedial work. Quotes were being sought as a priority.

vii. Aylesbury Road siding out: Quotes were considered for the siding out of the footpaths within the 30mph area of Aylesbury Road. **It was resolved to accept quote C for £225 from Gardens by Gathercole for the siding out of Aylesbury Road. ACTION: Assistant Clerk**

**F23.85 Sports & Recreation**

i. Trim trail removal: As the original contractor could no longer carry out the work the second-choice contractor, who quoted £3750 was appointed. The removal of the trim trail would commence shortly. Once removed the areas would be back filled and seeded.

ii. Remedial work following annual RoSPA inspection: The Committee considered quotes for the remedial work highlighted in the recent RoSPA inspection report for the playpark, MUGA and skate park. It is envisaged that the work may take up to 4 weeks to complete but would not affect all areas at the same time. **It was resolved to accept quote 2 for £8,475 from Roo's for the remedial work identified in the annual RoSPA report.**
**ACTION: Cllr Judge**

iii. Zip wire ramp panels: It was agreed that the colour of the zip wire ramp panels would be changed from green to red in order to reflect Spiderman colours.

iv. 2024/25 fitness area hire permits & fees: The Committee reviewed the terms of the fitness area hire permits for 2024/25. **It was resolved that the permit fee for GS Fitness would be £225 per month and £6 per session for Life Balance.** **ACTION: Assistant Clerk**

v. Fountain memorial board: It was agreed that this item be deferred until design proofs were available for considerations. **ACTION: Clerk/Cllr Mason**

**F23.86 Events**

i. Family Festival: All attractions and entertainers had been booked. Traffic marshalling would be outsourced and additional litter bins were being provided. 10 stalls had been booked to date. Cllr Mason circulated an updated budget for the event.

ii. Annual Parish Meeting. The RKP upstairs room had been booked for 23rd May 2024. The room would need to be vacated by 8pm. All community groups and those who had received a Parish Council grant had been invited to provide a report of their activities over the last year. Posters had been displayed inviting members of the public.

**F23.87 Red Kite Pavilion & Churchill Hall**

i. RKP flooring maintenance cover: The RKP main hall flooring had recently been resealed. In order to maintain its warranty, maintenance cover would need to be taken out. **It was resolved to accept quote B for £1,386 from Hutchinson Flooring for an annual buff deep clean and buff of the main hall flooring.** **ACTION: Assistant Clerk**

The Kardean flooring in the remainder of the building would also require a maintenance agreement. It was agreed that additional quotes be sought. **ACTION: Assistant Clerk**

ii. Garage guttering: Quotes for the installation of gutters and downpipes to the garage were considered. It was agreed that Cllr Read would be in attendance when the work was being carried out. **It was resolved to accept quote B for £490 from ARP Guttering to install gutters and downpipes to the garage.** **ACTION: Assistant Clerk**

**F23.88 Burial Ground**

i. Gate and wall repair: Cllr Read reported that the Diocese had approved the planned works and the contractors had been instructed.

The meeting closed at 8.23pm

Signed……Date ……

# Aston Clinton Parish Council

## Events Working Group: Terms of Reference

### 1. Membership

a. Membership shall comprise of at least three members of the Facilities Committee and shall be appointed annually by the Facilities Committee.

b. Co-opted members may join the working group if authorised by the Facilities Committee.

c. The quorum of the working group shall be at least three working group members of which at least two must be councillors.

### 2. Purpose

a. The provide guidance on the management of the Council's events ensuring they run in accordance with legislative requirements, regulations and guidelines.

### 3. Areas of Responsibility

a. To make recommendations and organise a calendar of community events for the Parish.

b. To make recommendations on future events for the community.

c. To engage with community organisations and RKP tenant in the running and organisation of events.

d. To promote community events on the Council website and social media platforms.

e. To gain quotations for work to be carried out.

### 4. Meetings & Reporting

a. The Working Group will meet as necessary but should aim to meet at least three times a year.

b. Meetings can be held face to face or remotely.

c. A progress report will be made available at each Facilities Committee Meeting.

### 5. Finance

a. The Working Group does not have any powers to agree on spending or enter any binding contract on behalf of the Facilities Committee or Council.

b. The Working Group must work within the budget set at the beginning of the year. Any increases in budget must be recommended to the Facilities Committee for consideration.

# Aston Clinton Parish Council

## Grounds Maintenance Working Group: Terms of Reference

### 1. Membership

a. Membership shall comprise of at least three members of the Facilities Committee and shall be appointed annually by the Facilities Committee.

b. Co-opted members may join the working group if authorised by the Facilities Committee.

c. The quorum of the working group shall be at least three working group members of which at least two must be councillors.

### 2. Purpose

a. To provide guidance and recommendations to the Facilities Committee on the arrangements for grounds maintenance and plant life within

i. Aston Clinton Park (incl boundary hedges, trees & fences, flower/shrub beds)
ii. the churchyard (including boundary hedges, trees & fences)
ii devolved services verges
iv. public footpaths
v. area around the Molique Fountain
vi. area around War Memorial.

### 3. Areas of Responsibility

a. To review the delivery of the Council's current arrangements for grounds maintenance, devolved services and gardening services and make recommendations for any additional required works or any changes to planned work.

b. To provide guidance on the maintenance and management of trees.

c. To ensure a tree safety inspection is conducted every 18 months and recommendations are acted upon.

d. To make recommendations for new projects and activities such as, tree, shrub and flower planting schemes and bring these to the Facilities Committee for consideration.

e. To secure funding, where possible.

f. To gain quotations for work to be carried out.

### 4. Meetings & Reporting

a. The Working Group will meet as necessary but should aim to meet at least three times a year.

b. Meetings can be held face to face or remotely.

c. A progress report will be made available at each Facilities Committee meeting.

### 5. Finance

a. The Working Group does not have any powers to agree on spending or enter any binding contract on behalf of the Facilities Committee or Council.

b. The Working Group must work within the budget set at the beginning of the year. Any increases in budget must be recommended to the Facilities Committee for consideration.

# Aston Clinton Parish Council

## Red Kite Pavilion Working Group: Terms of Reference

### 1. Membership

a. Membership shall comprise of at least three members of the Facilities Committee and shall be appointed annually by the Facilities Committee.

b. Co-opted members may join the working group if authorised by the Facilities Committee.

c. The quorum of the working group shall be at least three working group members of which at least two must be councillors.

### 2. Purpose

a. To provide guidance and make recommendations on the management, maintenance and security of the Red Kite Pavilion and act as point of contact with the tenant.

### 3. Areas of Responsibility

a. To make recommendations for the management and maintenance of the Red Kite Pavilion.

b. To maintain and regularly update a schedule of planned maintenance and surveys required for each property.

c. To make regular inspections on the condition and upkeep of the Red Kite Pavilion and report on any issues.

d. To be the initial contact point on all issues relating the tenancy of the Red Kite Pavilion.

e. To make recommendations regarding the lease for the Red Kite Pavilion.

f. To make recommendations regarding the medium and long-term development of the Red Kite Pavilion.

g. To gain quotations for work to be carried out.

### 4. Meetings & Reporting

a. The Working Group will meet as necessary but should aim to meet at least three times a year.

b. Meetings can be held face to face or remotely.

c. A progress report will be made available at each Facilities Committee Meeting.

### 5. Finance

a. The Working Group does not have any powers to agree on spending or enter any binding contract on behalf of the Facilities Committee or Council.

b. The Working Group must work within the budget set at the beginning of the year. Any increases in budget must be recommended to the Facilities Committee for consideration.

# Aston Clinton Parish Council

# Sports & Recreation Working Group: Terms of Reference

## 1. Membership

a. Membership shall comprise of at least three members of the Facilities Committee and shall be appointed annually by the Facilities Committee.

b. Co-opted members may join the working group if authorised by the Facilities Committee.

c. The quorum of the working group shall be at least three working group members of which at least two must be councillors.

## 2. Purpose

a. To provide guidance and recommendations to the Facilities Committee on the current use and future development of the Parish Council's play equipment, sports facilities and allotments.

## 3 Areas of Responsibility

a. To make recommendations on how the Council's sports, playground and recreation facilities can be improved and determine how any recommendations coming from this should be managed, ensuring compliance with health and safety legislation and impact on insurance liability.

b. To be the initial contact point for all issues relating to the sports clubs within the park.

c. To work closely and liaise with the clubs and groups who use the sports facilities and ensure they comply with their permits or leases.

d. To make recommendations regarding amendments to park permits and leases.

e. To continue to consult with the community to ensure a variety of sporting and other leisure opportunities can be made available.

f. To carry out health and safety visual and written risk assessments of the play park, MUGA, skate park and trim trail.

g. To give consideration of the annual Play Equipment Safety Inspection (RoSPA)and managing and mitigating the risks identified.

h. To review and recommend all the charges and fees relating to the allotment site and make recommendations to the Facilities Committee.

i. To oversee the management, maintenance, upkeep and improvement of the allotment site and ensure that allotment plots are maintained to a high standard.

j. To develop, oversee and promote projects that relate to the upgrading and improvement of the allotment site.

k. To explore external funding opportunities and work in partnership with appropriate funding bodies to improve the sports and recreational facilities.

l. To gain quotations for work to be carried out.

m. To oversee the installation of the new sport and playground facilities.

## 4. Meetings & Reporting

a. The Working Group will meet as necessary but should aim to meet at least three times a year.

b. Meetings can be held face to face or remotely.

c. A progress report will be made available at each Facilities Committee Meeting.

## 5. Finance

a. The Working Group does not have any powers to agree on spending or enter any binding contract on behalf of the Facilities Committee or Council.

b. The Working Group must work within the budget set at the beginning of the year. Any increases in budget must be recommended to the Facilities Committee for consideration.

| Minute | Date Raised | Type of meeting | Owner | fin | Update Notes | Status |
|---|---|---|---|---|---|---|
| F21.29 iii. | 21-Sep-21 | Facilities | Cllr James Hughes | It was agreed to **change the current van space to wheelchair only access in the carpark.** Cllr Hughes to contact the RKP contractors to find out If the repositioning of the existing kerbstones would be part of the current snagging list. | **Feb 23**: can carry out when re-tarmacked | on hold |
| F21.59iv | 01-Feb-22 | Facilities | Ground Maintenance WG | **Donation of seven goat willows:** It was agreed that the goat willows be planted by the stream on the left-hand side of the bridge closest to the RKP. | **Aug 22:** Planting season finished will plant next season **Nov22:** Cllr Ronson updated that Horlock-Overways are prepared to fund the purchase of up to 7 Goat Willows but would need wire mesh protectors, that possibly the Horticultural Society would help with. Cllr Ronson was happy to help organise. | In Progress |
| F21.77ii | 03-Mar-22 | Facilities | Clerk | It was noted that planning permission had been granted for the tree safety work with Condition 3 stating that the **felled trees be replaced** with Holm oaks. As oaks do not thrive in the park it was agreed that the Clerk would ask the Bucks Tree Officer if Condition 3 could be amended and a different species added | **March 22**: Tree officer confirmed that Sweet Chestnut could be planted instead | In Progress |
| F21.74 | 03-Mar-22 | Facilities | Cllr Marion Mason | The committee considered providing **electric vehicle charging (EVC) points in the car park**. It was agreed that the provision of EVCs be investigated further and costings sought. Cllr Mason reported that a site visit would be arranged. | **Aug 22:** will organise site visit. Will research Energy Saving Trust funding **Nov 22:** Clerk expressed interest the park car park being a location for a charge point as part of the Bucks EV charge point project. Bp Pulse are to do a feasibility study to see if it is a viable location. **June 23** site unsuitable for Bucks EV point as closed at night | In Progress |
| F21.78iii | 03-Mar-22 | Facilities | Cllr Peter Wyatt | **All weather pitch**: Costs are being sought for **angled extension fencing** to stop unauthorised entry to the AWP. Roller barriers will also be considered as they may be more cost effective | **Apr 22:** 1 Quote Rec'd for approx £12k, ACFC getting another quote. No budget this financial year. **Nov 22** ACFC said would get quotes. **July 23** Quotes had been received. It was resolved that the installation of additional security fencing was viable given the risk to damage by unauthorized users. **Oct 23:** Council agreed to£14k being added to the 24/25 budget. **Dec 23:** It was agreed that mesh panels on cranked posts would be the preferred choice. final quotes to be considered. **Feb 24** - contractor instructed. June 24 - fencing installed | Completed |
| F21.92 i. | 27-Apr-22 | Facilities | Cllr Corrine Judge | **Clean remaining playpark equipment** - It was agreed that quotes be sought to clean and paint the remaining playpark equipment post the new installation. | **July 22:** Quotes being considered at Facilities meeting **July:** Works Plumbing Instructed due to start 20 July. **Aug 22:** one piece of equipment left to clean **June 24:** contractor started cleaning | In progress |
| F21.92 iii. | 27-Apr-22 | Facilities | Cllr Corrine Judge | **Quotes would be sought for both wooden and metal trim trails** as the existing wooden trim trail was at the end of its life and would need replacing. **UPDATE: Outdoor Fitness workstations to replace trim trail** | **Oct 6:** Asst Clerk to produce a survey for Residents to ask which category of Trim Trail equipment most wanted. Results to then be taken on board when searching for new Trim Trail equipment. **Feb 23** Survey to be circulated with Village society March issue **May 23:** survey results considered and quotes and visuals to be sought. **July 23:** Meeting with Kompan led to understanding that a Fitness Consultant should be consulted to narrow down exactly what brief should be sent to tender. **Nov 23** Council agreed to replace the trim trail with metal outdoor fitness equipment in a workstation layout in three locations on wet pour or rubber mats. **April 24:** 15/16 April 24 existing trim trail stations to be removed. **April 24:** S106 funding application submitted. J**une 24**: S106 funding secured and items ordred. Installation to start on 12th August 2024 | In Progress |
| F22.06 | 07-Jun-22 | Facilities | Cllr Colin Read and Facilities Committee | **ANPR System for the Park** - Colin to arrange for contractor to visit the site and discuss the scope for installation and then second action would be for a specification to be drafted by the committee for consideration by the Council | **Aug 22:** Site visited completed awaiting report. **Sept 22:** Quote received. Second to be sought **Nov 22:** Facilities Committee agree to recommend to Council, budgeting and public consultation to be arranged. **Aug 23**: contractors being invited to provide designs and approx costings. **Oct 23**: quotes obtained. **Nov 23:** Council approved proposal to install a no-barrier ANPR system with a revenue share model in the park **May 24**: WG established who will decide on paramaters of installation and design of public consultation | In Progress |
| F22.21 | 06-Jul-22 | Facilities | Clerk | **Licence for gates onto the park:** The clerk would ensure that all gates onto the park had the correct licences in place. | | |
| F22.51 | 02-Nov-22 | Facilities | Assistant Clerk | **Park Signs** - It was agreed that Replacement Signage should be made for the park stating the opening and closing times. Approximately 4 signs would be needed (2 to replace the current ones on the main barrier and Park View Gate) | **Feb 23:** signs to be bigger and clearer April 23: All signs beingr reviewed and logged by Asst Clerk | In Progress |
| F22.68 | 01-Feb-23 | Facilities | Assistant Clerk | **Garage Guttering** : Quotes were being sought to install gutters to the garage | **March 23:** Quotes being sought **May 24:** Quote approved and contractro instructed | In Progress |
| F22.68 | 01-Feb-23 | Facilities | Clerk | **Aston Clinton Bowls Club lease**: The current lease expired on 31stDecember 2022; a new lease would need to be drawn up. It was resolved that the head of terms for the new lease would be a term of 25 years with rent of £50 for the first 5 years, £100 for the second 5 years and a rent review at the 10-year anniversary. The clerk would instruct one of the solicitor firms contacted regarding the RKP lease. | **Feb 23;** solicitors contacted awaiting response. **June 24**: Contacted another solicitor to move this along | In Progress |
| F22.72 | 01-Feb-23 | Facilities | Cllr Colin Read | **Churchyard gate pillars:** Cllr Read reported that since the pillars either side of the churchyard gate have moved the gates could only be opened one way which caused issues when there was a funeral. It was agreed that quotes to rebuild the gate pillars be sought | **Aug 23:** quotes are being sougth **Oct 23:** It was agreed to progress the proposal with the installation of steel posts. This proposal would be presented to the Oxford Diocese Faculty who need to approve all works within the closed churchyard. prior to works being undertaken. **Dec 23:** DAC applicaiton submitted. **Jan 24** DAC want scheule ot works and drawtings. **March 24** - DAC approved works - contractor instructed | In Progress |

| Minute | Date Raised | Type of meeting | Owner | fin | Update Notes | Status |
|---|---|---|---|---|---|---|
| F22.79iv | 21-Mar-23 | Facilities | Assistant Clerk | **Playground age restrictions**: It was resolved to reduce the playpark age limit to 10 years old. all signage to be updated | **June 24** to be carried out with Signs review | In Progress |
| F23.16 | 12-Jul-23 | Facilities | Clerk | A request for retrospective **permission for a gate leading directly from the garden of 4 Birch Close** onto the park's main car park was considered. A gate had been installed into the boundary fence on 21st June 2023. **It was resolved that permission for a gate from the garden of 4 Birch Close would not be granted as the gate would lead directly onto the park's main car park and would be a health and safety concern** | **July 23:** owner informed of decision by email asked to remove gate. | In Progress |
| F23.42ii | 08-Oct-23 | Facilities | Assistant Clerk | **RKP service & repairs log:** There were some components of the building which are not currently covered by a service agreement. It was agreed that the RKP Working Group and Assistant Clerk seek companies which would take on these service agreements. | **May 24:** RKP Bioiler & main hall flooring service organised. Kardean flooring to be organised | In Progress |
| F23.51 | 06-Dec-23 | Facilities | Assistant Clerk | **Sale of tractor:** The replacement of one of the tractor tyres needs to be organised and checks made to ensure that the engine is running. Once these have been completed the tractor will be listed on eBay. | | |
| F23.60iv | 14-Feb-24 | Facilities | Clerk | **It was agreed that the proposal to install a noticeboard at the allotment** site be approved but rather than a post mounted noticeboard, which would need to be cemented in place, a wall mounted noticeboard be considered. The Clerk would seek quotes for wall mounted noticeboards. | **March 24**: top hung wall mounted noticeboard ordered - to be erected next to shed door. **May 24**: Noticeboard delivered awaiting installation | In Progress |
| F23.63ii | 14-Feb-24 | Facilities | Clerk | **Burial records & mapping:** It was noted that £1,500 was in the 2024/2025 budget for the digital mapping of the burial ground. **It was resolved to accept the quote of £1064 from Epitaph for the Cemetery management and HeritEdge mapping software.** | **Feb 23**: Digial Mapping and Cemetary Managmeent systems ordered. **Apr 24**: Software trainign complete and access to sofware given. First draft of map needs to be checked | In Progress |
| F23.59iii | 14-Feb-24 | Facilities | Cllr Read | **Rough area cuts**: Cllr Read reported that the rough areas had been cut and now needed to be raked to aerate the soil. Cllr Read would look into the cost of purchasing a rake attachment for the quad bike | | |
| F23.59v | 14-Feb-24 | Facilities | Cllr Ronson & Assistant Clerk | **Establishing a 5-year plan for siding out footways:** It was agreed that Cllr Ronson and the Assistant Clerk would create a 5-year plan for the siding out of the footways within the parish. It was noted that the 2024/25 budget included provision for siding out within the Devolved Services cost centre. | **May 24:** contactor instruced for Aylesbury Road siding out. **June 24**: London road siding out completed. Maps being created for rest of village | In Progress |
| F23.59ii | 14-Feb-24 | Facilities | Ground Maintenance WG | **Pitch maintenance:** The possibility of purchasing a piece of machinery attached to the quad bike which could be used to deal with goal mouth damage would be considered. | | |
| F23.68 | 27-Mar-24 | Facilities | Clerk | It was resolved to introduce a **coffee grounds recycling scheme to local businesses** in Aston Clinton and purchase 500 bags at an estimated cost of £410 | **April 24:** 500 bags and stickers collected. Companies to be contacted | In Progress |
| F23.68 | 27-Mar-24 | Facilities | Cllr Judge | **RoSPA playparks inspection 2024**: inspection conducted on 6th March 2024 had been received. Quotes were being sought for remedial work. | **April 24:** remedial work quotes being sougth **May 24:** quotes approved and contractor instructed | In Progress |
| F23.84 | 08-May-24 | Facilities | Clerk | Picnic bench near the meadow pitch: **It was resolved to purchase a plastic picnic bench in green with black legs at a cost of £485 and install it on a concrete base**. | **May 24**: bench delivered | In Progress |
| F23.84 | 08-May-24 | Facilities | Cllr Colin Read | The current flower bed required replanting and in order to protect the new plants the gardener had advised that fencing be installed. **It was resolved to install temporary picket fencing around the flower bed on the RKP patio at an estimated cost of £100.** | **May 24**: contractor instructed | In Progress |
| F23.84 | 08-May-24 | Facilities | Cllr Colin Read | **Central path remedial work**: Cllr Read reported that areas of the path required remedial work. Quotes were being sought as a priority. | **May 23:** contractor instructed **June 24:** Work has begun | In Progress |

| Minute | Date Raised | Type of meeting | Owner | fin | Update Notes | Status |
|---|---|---|---|---|---|---|
| **F23.82** | **08-May-24** | **Facilities** | **Cllr Peter Wyatt** | Cllr Wyatt reported that vehicles were still speeding along the main driveway into the park. It was agreed that **quotes for installing another set of speed bumps, possibly set diagonally across the drive would be sought.** | | |
| | | **Facilities** | **Cllr David McCall** | **Dylan Memorial**: A working party would be set up to consider memorial options Membership: Cllr McCall, Cllr Hughes, Cllr C Judge & Cllr Goode. | **April 22:** design agreed in principle, awaiting confirmation of form of plaque memorial. **Aug 22**: Project on hold family will contact Council when they wish to proceed. **June 23:** family apporacing builders for quotes. **Oct 23**: Skate park uneconoimical. Zip wire being considered. **Apr 24:** Zip wire design/location confirmed. Zip wire ordered with Kompan and family to arrange transfer of funds | In Progress |

# Agenda item F24.08 – To Consider a Request to Erect a Solider Silhouette and Metal Poppies at the Park Entrance

REPORT AUTHOR: MRS S PAYNE, CLERK

## SUMMARY

The Village Society are seeking permission to erect a RBS solider silhouette and metal poppies at the entrance to the park.

## BACKGROUND

The Village Society would like to erect a soldier silhouette statute alongside some metal poppies at the entrance to the park. The Village Society would purchase the statute and flowers and would donate them to the Council. The are seeking Council's permission.

## FINANCIAL & GOVERNANCE CONSIDERATIONS

The Village Society would purchase the statute and poppies. If Council take on ownership, then there would be future maintenance costs. The possibility of the Village Society maintaining them could be explored.

## LEGAL & OTHER IMPLICATIONS

None.

## ACTON

a. The Committee to consider the Village Society's request.

# Aston Clinton Parish Council
# CCTV Policy

Adopted: August 2023 Next Review: August 2024

## 1. Purpose & Scope

1.1 This policy sets out how Aston Clinton Parish Council (ACPC) will operate and maintain the closed circuit television (CCTV) system at Aston Clinton Park.

1.2 CCTV cameras are deployed in Aston Clinton Park to:

- Ensure the safety of staff and visitors;
- assist in the maintenance of public order and reduce offences involving vandalism, nuisance and antisocial behaviour;
- deter individuals from damaging property or assist in identifying those who cause damage to property;
- assist in the monitoring, identification, and enforcement of action whereby crime is suspected to have been committed through provision of footage as evidence as applicable; and
- reduce fear of crime or intimidation by individuals or groups by developing a safe and secure environment.

1.3 The CCTV system installed at Aston Clinton Park will comply with relevant legislation. This policy considers the:

- Surveillance Camera Code of Practice (see Appendix A)
- CCTV Code of Practice issued by the Information Commissioners Office (ICO)
- Requirement for processing personal data as set out in the General Data Protection Regulation (GDPR) and Data Protection Act 2018
- Right to privacy as set out in Article 8 of the Human Rights Act 1998

## 2. CCTV System within Aston Clinton Park

2.1 CCTV cameras have been sited to capture images that are relevant to the specified purpose for which the system has been established. (See 1.2 above)

2.2 CCTV is operated from cameras located on the exterior of the Red Kite Pavilion and on one turret located near the multi-use games area (MUGA). The CCTV system consists of fixed position cameras, a PNZ camera and an ANPR camera. ACPC does not operate any mobile or on body CCTV systems. A map of camera locations is attached as Appendix B.

2.3 Cameras are sited to ensure that they produce images of sufficient quality, ensuring consideration for technical and environmental issues.

2.4 The CCTV system will not be used to invade the privacy of any individual and will not be used for the monitoring of any individual without proper due cause.

2.5 There will be no overt or audio recording using this system.

2.6 CCTV may be subject to live monitoring from the ACPC office or remotely.

2.7 Signage will be clearly visible so that the public are aware of the system and will clearly state that the owner of the system is ACPC, along with contact details for any further queries.

2.8 ACPC will perform a privacy impact assessment when installing or moving CCTV cameras to consider the privacy issues involved when using new surveillance systems.

## 3. Storage & Retention of CCTV Images

3.1 Recorded information is held on digital recorders or in secure computer files with restricted access.

3.2 Images are recorded and retained for up to 31 days unless they are required for an ongoing investigation.

3.3 Recorded images will be of a high quality, in order for recorded material to be admissible in court.

3.4 Where footage is required for an investigation a copy will be held for up to one year, or such other period as may be necessary to progress the investigation.

3.5 Images retained for evidential purposes will be retained in a secure place where access is controlled.

## 4. Access to CCTV Images

4.1 Access to recorded images will be restricted to authorised individuals and will not be made widely available.

4.2 No unauthorised access to the CCTV screens will be permitted at any time.

4.3 Recorded images will only be viewed from the monitoring room or via remote access locations with restricted access.

4.4 At any time whereby the review or monitoring of CCTV footage, live or recorded, is carried out the monitoring room is to be a secure environment. To ensure this, only authorised persons with a legitimate purpose will be permitted access.

4.5 Security measures will be taken to prevent unauthorised access to, alteration, disclosure, destruction, accidental loss or destruction of recorded material.

4.6 All access to CCTV images will be logged in the CCTV Logbook.

## 5. Access to/Disclosure of CCTV Images

5.1 Access or disclosure requests will only be authorised by the Data Controller and must be received within 14 days of the footage being taken. Requests will only be granted if the request falls within the following categories:

- Data Subject (persons whose images have been recorded by the CCTV) – this is dealt with in section 6 below;
- Law enforcement agencies;
- A member of ACPC in the investigation of a crime;
- A member of ACPC in the investigation of a Health & Safety at Work Act incident;
- Relevant legal representative of data subjects.

5.2 Law enforcement agencies may view or request copies of CCTV images if requested in person and subject to authorisation of the Data Controller.

5.3 To ensure the preservation of images for evidential purposes, the following will apply

- DVD/USBs must be identified by a Name, Date, Time & Camera Location.
- The DVD/USB must be signed by the person who downloaded the images, dated, witnessed and stored in a sealed envelope in ACPCs fire safe.
- The log must be completed detailing the release of the DVD/USB to the Police or other agency.
- If a DVD/USB is required as evidence, a copy may be released to the Police who will become the Data Controller and therefore responsible for the images.
- The Police may require ACPC to retain stored DVD/USBs for possible future evidence. Such DVD/USBs will be indexed and securely stored in the ACPC fire safe for a period of one year, at which point they will be securely destroyed.

## 6. Subject Access Requests

6.1 The GDPR provides individuals with the right to access a copy of their personal data held by ACPC. This includes the right to access a copy of CCTV images. Anyone who believes that they have been filmed by CCTV is entitled to ask for a copy of the data, subject to exemptions contained in the Data Protection Act 2018. They do not have the right to instant access.

6.2 If a request for images is received via a Freedom of Information Act (FOIA) application and the person requesting is the subject, these will be exempt from the FOIA and will be dealt with under the Data Protection Act 2018 and the GDPR (known as Subject Access Requests).

6.3 A person whose image has been recorded and retained and who wishes to access the data must apply in writing to the Parish Clerk within 14 days of the footage being taken. All applications must be made by the Data Subject themselves, or their legal representative. Requests will be processed promptly.

6.4 GDPR allows the right to refuse a request for a copy of the data particularly where such access could prejudice the prevention or detection of crime or the apprehension for prosecution of offenders. If a Data Subject Access request is refused, the response will be fully documented and the Data Subject informed in writing , stating the reasons.

6.5 If images of third parties are also shown with the images of the person who has made the access request, consideration will be given as to whether there is a need to obscure the images of third parties. If providing these images would involve an unfair intrusion into the privacy of the third party, or cause unwarranted harm or distress, then they should be refused.

6.5 ACPC as the Data Controller will make the final decision about disclosure.

## 7. Accountability and Responsibilities

7.1 ACPC and the Parish Clerk are responsible for ensuring compliance with the policy in relation to all CCTVs operated by ACPC.

7.2 ACPC is the Data Controller for the purpose of data protection legislation and is responsible for the security, storage and integrity of data, and the releasing of data to third parties who have a legal right to receive copies of such.

7.3 All users of the CCTV system must act in accordance with this policy and all other associated policies and procedures.

## 8. Complaints

8.1 A member of the public wishing to make a complaint about the CCTV system may do so through ACPC's complaints procedure. A copy of this procedure can be found on www.astonclinton.org.uk

8.2 All complaints should be made in writing to either clerk@astonclinton.org or Parish Clerk, Aston Clinton Parish Council, Council Office, Aston Clinton Park, London Road, Aston Clinton Bucks HP22 5HL.

8.3 A log of the number of complaints and nature of enquiries received will be maintained together with the action taken.

## 9. Annual Review

9.1 The ICO's CCTV Code of Practice stipulates that the CCTV system should be reviewed annually to determine whether CCTV continues to be justified. It further states that it is necessary to establish the system's effectiveness to ensure that it is continuing to meet the operational requirement. If it does not achieve the purpose for which it was intended, it should be stopped or modified.

9.2 There will be an annual policy review covering the following aspects:

- Any change to validity of operational requirements and objectives;
- changes to the CCTV system;
- review of the Data Protection Act 2018 and legislations associated to the usage of CCTV systems;
- maintenance log and any ongoing and outstanding issues;
- Complaints procedure;
- Identification of trends.

## APPENDIX A: Surveillance Camera Code of Practice

The Surveillance Camera Code of Practice was issued in 2013 following the introduction of the Protection of Freedoms Act 2012 and further updated in 2014. The Code provides guidance on the appropriate and effective use of surveillance camera systems.

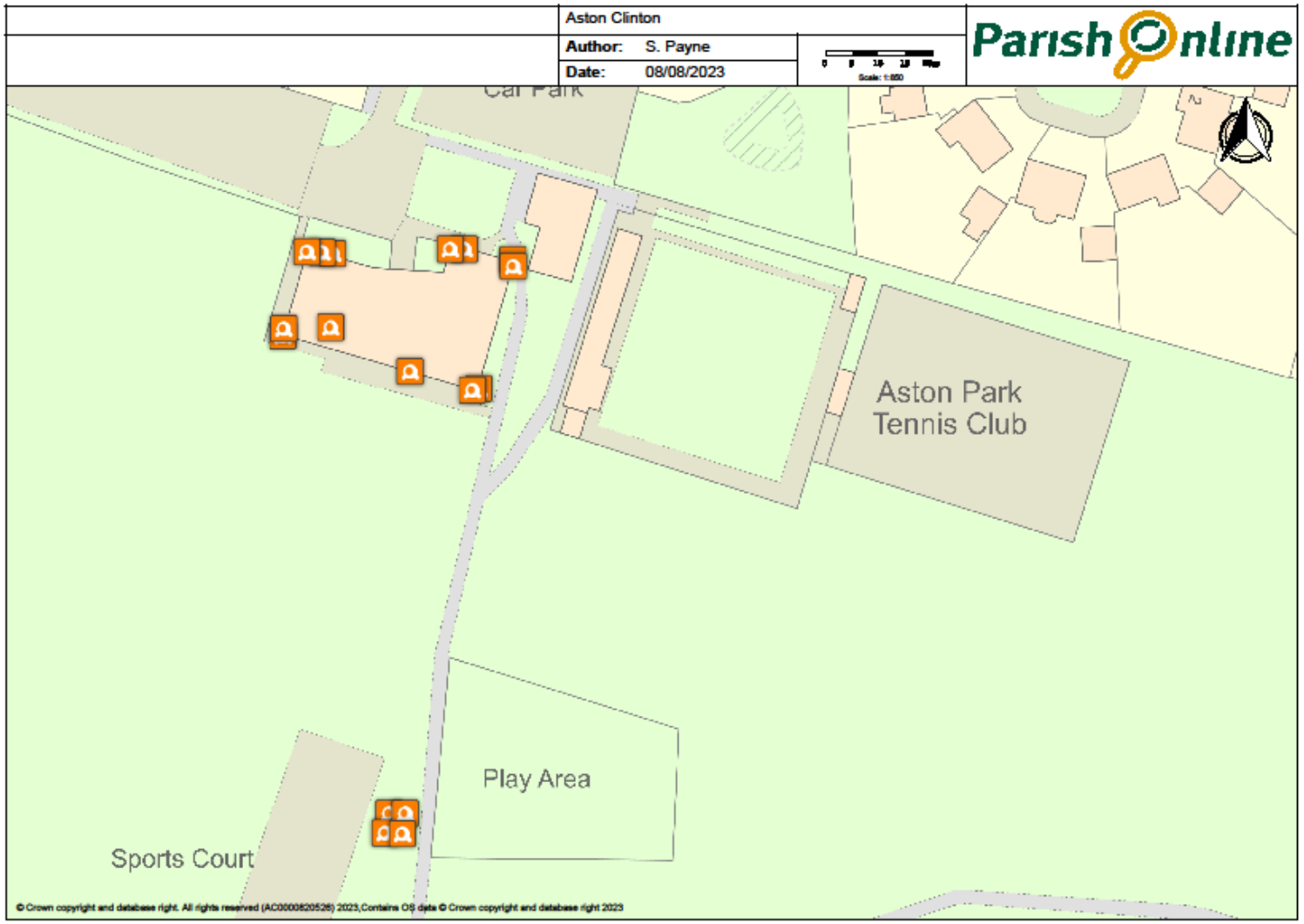
ACPC is a relevant authority as defined by Section 33 of the Protection of Freedoms Act and therefore must have regard to the code.

The code applies to the use of surveillance camera systems that operate in public places, regardless of whether there is any live viewing or recording of images or information or associated data.

The code provides 12 guiding principles which ACPC has adopted. These are:

- Use of a surveillance camera system must always be for a specified purpose which is in pursuit of a legitimate aim and necessary to meet an identified pressing need.
- The use of a surveillance camera system must consider its effect on individuals and their privacy, with regular reviews to ensure its use remains justified.
- There must be as much transparency in the use of a surveillance camera system as possible, including a published contact point for access to information and complaints.
- There must be clear responsibility and accountability for all surveillance camera system activities including images and information collected, held, and used.
- Clear rules, policies and procedures must be in place before a surveillance camera system is used and these must be communicated to all who need to comply with them.
- No more images and information should be stored than that which is strictly required for the stated purpose of a surveillance camera system and such images and information should be deleted once their purposes have been discharged.
- Access to retained images and information should be restricted and there must be clearly defined rules on who can gain access and for what purpose such access is granted; the disclosure of images and information should only take place when it is necessary for such a purpose or for law enforcement purposes.
- Surveillance camera system operators should consider any approved operational, technical and competency standards relevant to a system and its purpose and work to meet and maintain those standards.
- Surveillance camera system images and information should be subject to appropriate security measures to safeguard against unauthorised access and use.
- There should be effective review and audit mechanisms to ensure legal requirements, policies and standards are complied with in practice and regular reports should be published.
- When the use of a surveillance camera system is in pursuit of a legitimate aim and there is a pressing need for its use, it should then be used in the most effective way to support public safety and law enforcement with the aim of processing images and information of evidential value.
- Any information used to support a surveillance camera system which compares against a reference database for matching purposes should be accurate and kept up to date.

## Appendix B: CCTV Camera Location Plan



# Aston Clinton Parish Council

## Terms & Conditions for the

## Hire of Football Pitches at Aston Clinton Park

### 1. Definitions

The following words and expressions shall have the below meanings given to them:

| Phrase | Meaning |
|---|---|
| The Council | **Aston Clinton Parish Council** |
| The Park | Aston Clinton Park, London Road, Aston Clinton HP22 5HL |
| The Hirer | **Aston Clinton Football Club** |
| The Football Facilities | The grass football pitches as specified in **Schedule 1** |
| The Hire | Use of the football facilities by agreement with Aston Clinton Parish Council |
| The Hire Period | The period the football facilities can be used. |
| The Clerk | The current Clerk to Aston Clinton Parish Council or any other officer nominated to act in their place. |
| People using the facilities | People invited, allowed or required by the hirer or anyone else to attend, watch or take part in any event |

### 2 Football Facilities

**a. Pitches**

The Council shall permit the following grass pitches within The Park to be used:

**Main Pitch Full size pitch – Alongside pitch next to car park.**

**b. Pitch Marking**

The Hirer shall be authorised by The Clerk to mark the grass pitches using approved marking materials in accordance with the plan in Schedule 1.

The marking of pitches must be co-ordinated with the Council's grounds maintenance contractor for The Park.

**c. Pitch Maintenance**

If The Hirer requires additional grounds maintenance services for the pitch areas, such as additional cutting or fertilising, then The Council will obtain a quote from its contractor. The Hirer will pay The Council in advance for the cost of such additional grounds maintenance work.

The Council requires at least one month's notice of any work required.

**d. Equipment**

The Hirer is responsible for the provision of all equipment required to play football, including posts.

All equipment must be to British Standards specification and kite marked. A copy of the BSI certificate or similar document must be supplied to The Clerk before the equipment can be used.

All goal post equipment used by The Hirers must be to BS EN 748:2013 or BS 8462:2005+A2:2012 standards as defined by the Football Association.

The Council has provided a designated area, for an additional fee, within The Park compound, for The Hirer to store football equipment. This area must be kept secure, clean, tidy and litter free.

The Hirer shall be responsible for collecting, siting and returning flags, poles, dugouts and other specialist equipment to and from the designated area in The Park compound at the beginning and end of each match. Failure to comply with this condition will result in the confiscation of equipment. Any confiscated equipment will only be returned upon payment of a fine, **set at £100 per incident for the 2024/2025 season.** Subsequent fixtures will be suspended until this fine is paid.

The Hirer is responsible for erecting, taking down and storing goal posts and ancillary equipment in the allocated location as defined by The Council. The Hirer is responsible for the cost of repairing any damage sustained to the goal post equipment. The Hirer is responsible for replacing the caps on the goal post socket holes in The Park after each match. Failure to comply with this condition may result in the refusal by The Council for further hirings and a fine may be levied, **which for the 2024/2025 season is set at £100 per incident.**

e. **Special Events**

The Hirer may wish to undertake Special Events each year, such as tournaments and fun days. The Hirer is to submit a proposal for such a Special Event to The Council for approval not later than 3 months before the scheduled date for the Special Event. The proposal must include a risk assessment, and supplementary details for parking, marshalling, entertainment and hospitality arrangements. A specific Permit will be required for each Special Event and may be subject to an additional charge.

## 3 Hire Period & Fees

**a. Hire Period**

The Hirer can use pitches detailed in section 2.a above for official matches and training **between 3rd August 2024 and 10th May 2025**

**The Council will make no pitches available, save for any Special Events during the period 11th May 2025 and 12th July 2025 to enable remedial work to be carried out on the pitches.**

The fixture list must be presented to The Clerk.

No variation to this agreed plan shall be made by The Hirer during the playing season without the written approval of The Council.

The Hirer is prohibited from sub-letting any pitch usage or deriving any extended commercial benefit from pitch usage as part of the annual hiring fee.

**b. Hire Fee**

The hire fee for 2024/2025 season is **£1750.**

The Hirer must pay The Council the hire fees by BACS within 14 days of date of invoice.

Hire fees must be paid to Aston Clinton Parish Council, Parish Council Office, Aston Clinton Park, Aston Clinton HP22 5HL by BACS. The Council's bank account details are:

| | |
|---|---|
| Account Name: | Aston Clinton Parish Council |
| Bank Name: | Unity Trust Bank |
| Sort Code: | 60-83-01 |
| Account Number: | 20459738 |

The hire fees will be reviewed annually by The Council and may be subject to change.

If The Hirer is in arrears, the use of the pitches will be suspended until the account is cleared.

**The fee for the use of any football pitch not included in this agreement is £50 per pitch per session.**

**c. Cancellation of Matches/Training Sessions**

The Council reserves the rights to cancel any hiring due to unforeseen circumstances or if the pitch is unplayable. In such an event The Council will notify The Hirer as soon as possible.

If The Hirer is in arrears, the use of the pitches will be suspended until the account is cleared.

## 4 Termination of The Permit

The Clerk, on behalf of The Council, reserves the right to terminate the Permit if any conditions within this Permit has been or is being violated, or if it otherwise appears in the public interest to do so.

Such determination of the Permit shall not:

- Release The Hirer from any obligation under the conditions in this Permit, or
- Affect any right or remedy that The Council has under these conditions, or otherwise.

The Council shall be entitled to retain any monies paid to it in respect of the hire.

The Hirer may terminate the Permit at any time on presentation of written notice to The Clerk.

## 5. General Conditions of Use

### a. Insurance

It is the responsibility of The Hirer to have Public Liability Insurance cover for no less than £2m for an individual incident.

The Hirer is to provide The Council with a copy of the insurance policy documents annually and before the 1st August.

The Hirer is to prepare a Risk Assessment and submit it to the Parish Clerk by the 1st August.

### b. Loss, Damage or Injury

The Hirer shall ensure that all team members and spectators are aware of these Terms and Conditions. The Hirer will be responsible for the preservation of order during the period of hiring.

The Hirer shall be liable for and shall indemnify the Council in respect of:

i. Any loss or damage done to any land, pitches, buildings or facilities belong to The Council including furniture, fittings, apparatus, equipment and appliances
ii. Loss or damage to any third-party property arising out of or by reason of hiring or left at any of the facilities
iii. Personal injury to, or the death of, any person arising out of or by reason of the hiring
iv. Loss or damage to any person or property arising in consequence of any breach of these conditions whether or not during the hire period unless due to any negligence or breach of statutory duty of The Council.

The Hirer is responsible for providing any medical attention or facilities to team members.

### c. Litter

The Hirer shall ensure that all litter is removed from The Park and deposited in the bins provided.

The Hirer will be charged the full cost of reinstating affected areas to a condition acceptable to The Council for each fixture where litter is left, and subsequent fixtures will be suspended until this fee is paid.

### d. Nuisance or Annoyance

The Hirer is responsible for the preservation of order during the period of hiring.

The Hirer shall ensure that no person using the Football Facilities within the scope of this Permit shall:

- Use indecent or offending language
- Behave in an indecent or offensive manner, or
- Behave in a manner endangering the safety and enjoyment of other park users or residents in neighbouring properties
- Spit, pollute, contaminate or foul any facility in The Park or Council buildings

- Damage, deface, or misuse any part of The Park facilities or Council buildings
- Damage, deface or misuse any part of the Football Facilities or equipment
- Operate a radio or other sound system to cause nuisance or annoyance.
- Smoke in any building
- Bring intoxicating or alcoholic beverages, or any illegal substance, into the changing rooms
- Take crockery, glass bottles onto The Park or into the changing rooms
- Use or attempt to use the changing room reserved for persons of the opposite sex (with exception of children under the age of 7 years accompanied by a parent or guardian).

Failure of the Permit Holder to take reasonable measures to ensure that these conditions are adhered to will result in a fine being levied against the Permit Holder. **The level of fine for the 2024/25 season is set at £100 per incident.**

**e. Access and Parking**

The Hirer must ensure that vehicles of any sort (including motorcycles) must not be parked or left on any area other than in the official designated car park, or where The Council permits.

The Hirer must ensure that Park View is not used for access or exit to The Park without the prior approval from The Council.

The Hirer must ensure that Park View is never used for parking.

The Hirer must schedule fixtures and matches to avoid unacceptable peaks in car park usage.

**f. Compliance with Bylaws and Regulations**

The Hirer shall comply with and observe the Bylaws and Regulations provided for the general regulation of the use of The Park and the Football Facilities, copies of which are displayed in The Park and in The Council's office as well as on The Council's website. It shall be the duty of The Hirer to inspect such Bylaws and Regulations and to acquaint him/herself with the contents thereof.

**g. Pandemic**

The Hirer shall ensure that all players, officials and supporters adhere to any rules and regulation which are in place during the hire period by the Government and the Football Association.

**h. Right of Access**

An authorised Officer or representative of The Council shall at all times during the period of hire have free access to the Football Facilities and the instruction shall be given by The Hirer for their admission.

**i. General**

The conditions of this permit cannot be changed verbally by a Councillor or Council Officer. Any changes must be confirmed in writing by The Clerk following agreement by The Council or delegated committee.

Advertisement banners cannot be displayed without the written approval of The Council. unauthorised banners will be removed and destroyed.

Any complaint connected with the hiring or use of the Football Facilities must be made in writing to The Clerk within five working days of the problem being encountered.

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

## 6. Football Facilities Permit Agreement

The Council: **Aston Clinton Parish Council**, London Road, Aston Clinton, Aylesbury, Bucks, HP22 5HL

The Hirer: **Aston Clinton Football Club**

This Agreement is between The Council and The Hirer for a Permit to use the Football Facilities within Aston Clinton Park for the period **3rd August 2024 and 10th May 2025.**

The Hire Fee for the Hire Period is **£1,750**

The Agreement is based upon the Terms & Conditions and Schedules accompanying the Agreement.

**SIGNED by:**

…….... (for the Council) …… (Date)

……. (for the Hirer) ……. (Date)

As duly authorised signatories

**Schedule 1 Plan of Pitches (not to Scale)**

# Aston Clinton Parish Council

## Terms & Conditions for the

## Hire of Football Pitches at Aston Clinton Park

### 1. Definitions

The following words and expressions shall have the below meanings given to them:

| Phrase | Meaning |
|---|---|
| The Council | **Aston Clinton Parish Council** |
| The Park | Aston Clinton Park, London Road, Aston Clinton HP22 5HL |
| The Hirer | **Aston Clinton Colts** |
| The Football Facilities | The grass football pitches as specified in **Schedule 1** |
| The Hire | Use of the football facilities by agreement with Aston Clinton Parish Council |
| The Hire Period | The period the football facilities can be used. **Morning period is between 0900 and 1230** |
| The Clerk | The current Clerk to Aston Clinton Parish Council or any other officer nominated to act in their place. |

### 2 Football Facilities

#### a. Pitches

The Council shall permit the following grass pitches within The Park to be used:

**Pitch 1:** **Full size pitch – next to car park**

**Pitch 2:** **Junior size pitch - in front of bowls club**

**Pitch 3:** **Junior size pitch - in front of tennis club**

**Pitch 4:** **Medium size pitch - beyond tennis club**

**Pitch 5:** **Medium size pitch - south of allotments, known as meadow pitch 1**

**Pitch 6:** **Junior size pitch - south of allotments to west of meadow pitch 1.**

#### b. Pitch Marking

The Hirer shall be authorised by The Clerk to mark the grass pitches using approved marking materials in accordance with the plan in Schedule 1.

The marking of pitches must be co-ordinated with the Council's grounds maintenance contractor for The Park.

#### c. Pitch Maintenance

If The Hirer requires additional grounds maintenance services for the pitch areas, such as additional cutting or fertilising, then The Council will obtain a quote from its contractor. The Hirer will pay The Council in advance for the cost of such additional grounds maintenance work.

The Council requires at least one month's notice of any work required.

#### d. Equipment

The Hirer is responsible for the provision of all equipment required to play football, including posts.

All equipment must be to British Standards specification and kite marked. A copy of the BSI certificate or similar document must be supplied to The Clerk before the equipment can be used.

All goal post equipment used by The Hirers must be to BS EN 748:2013 or BS 8462:2005+A2:2012 standards as defined by the Football Association.

The Council has provided a designated area, for an additional fee, within The Park compound, for The Hirer to store football equipment. This area must be kept secure, clean, tidy and litter free.

The Hirer shall be responsible for collecting, siting and returning flags, poles, dugouts and other specialist equipment to and from the designated area in The Park compound at the beginning and end of each match. Failure to comply with this condition will result in the confiscation of equipment. Any confiscated equipment will only be returned upon payment of a fine, **set at £100 per incident for the 2024/2025 season.** Subsequent fixtures will be suspended until this fine is paid

The Hirer is responsible for erecting, taking down and storing goal posts and ancillary equipment in the allocated location as defined by The Council. Failure to comply with this condition may result in the refusal by The Council for further hirings and a fine may be levied, **which for the 2024/2025 season is set at £100 per incident.**

e. **Special Events**

The Hirer may wish to undertake Special Events each year, such as tournaments and fun days. The Hirer is to submit a proposal for such a Special Event to The Council for approval not later than 3 months before the scheduled date for the Special Event. The proposal must include a risk assessment, and supplementary details for parking, marshalling, entertainment and hospitality arrangements. A specific Permit will be required for each Special Event and may be subject to an additional charge.

## 3 Hire Period & Fees

**a. Hire Period**

The Hirer can use pitches detailed in section 2.a above for official matches and training on **Saturday & Sunday mornings between 24th August 2024 & 21st June 2025**

**The Council will make no pitches available, save for any Special Events during the period 22nd June 2025 and 24th August 2025 to enable remedial work to be carried out on the pitches**.

No variation to this agreed plan shall be made by The Hirer during the playing season without the written approval of The Council.

The Hirer is prohibited from sub-letting any pitch usage or deriving any extended commercial benefit from pitch usage as part of the annual hiring fee.

**b. Hire Fee**

**The hire fee for 2024/2025 season is £2950**.

The Hirer must pay The Council the hire fees by BACS within 14 days of date of invoice.

Hire fees must be paid to Aston Clinton Parish Council, Parish Council Office, Aston Clinton Park, Aston Clinton HP22 5HL by BACS. The Council's bank account details are:

| | |
|---|---|
| Account Name: | Aston Clinton Parish Council |
| Bank Name: | Unity Trust Bank |
| Sort Code: | 60-83-01 |
| Account Number: | 20459738 |

The hire fees will be reviewed annually by The Council and may be subject to change.

If The Hirer is in arrears, the use of the pitches will be suspended until the account is cleared.

**The fee for the use of any football pitch outside the Hire Period in this agreement will be £50 per session per pitch.**

**c. Cancellation of Matches/Training Sessions**

The Council reserves the rights to cancel any hiring due to unforeseen circumstances or if the pitch is unplayable. In such an event The Council will notify The Hirer as soon as possible.

If The Hirer is in arrears, the use of the pitches will be suspended until the account is cleared.

## 4 Termination of The Permit

The Clerk, on behalf of The Council, reserves the right to terminate the Permit if any conditions within this Permit has been or is being violated, or if it otherwise appears in the public interest to do so.

Such determination of the Permit shall not:

- Release The Hirer from any obligation under the conditions in this Permit, or
- Affect any right or remedy that The Council has under these conditions, or otherwise.

The Council shall be entitled to retain any monies paid to it in respect of the hire.

The Hirer may terminate the Permit at any time on presentation of written notice to The Clerk.

## 5. General Conditions of Use

### a. Insurance

It is the responsibility of The Hirer to have Public Liability Insurance cover for no less than £2m for an individual incident.

The Hirer is to provide The Council with a copy of the insurance policy documents annually and before the 1st August.

The Hirer is to prepare a Risk Assessment and submit it to the Parish Clerk by the 1st August.

### b. Loss, Damage or Injury

The Hirer shall ensure that all team members and spectators are aware of these Terms and Conditions. The Hirer will be responsible for the preservation of order during the period of hiring.

The Hirer shall be liable for and shall indemnify the Council in respect of:

i. Any loss or damage done to any land, pitches, buildings or facilities belong to The Council including furniture, fittings, apparatus, equipment and appliances
ii. Loss or damage to any third-party property arising out of or by reason of hiring or left at any of the facilities
iii. Personal injury to, or the death of, any person arising out of or by reason of the hiring
iv. Loss or damage to any person or property arising in consequence of any breach of these conditions whether or not during the hire period unless due to any negligence or breach of statutory duty of The Council.

The Hirer is responsible for providing any medical attention or facilities to team members.

### c. Litter

The Hirer shall ensure that all litter is removed from The Park and deposited in the bins provided.

The Hirer will be charged the full cost of reinstating affected areas to a condition acceptable to The Council for each fixture where litter is left, and subsequent fixtures will be suspended until this fee is paid.

### d. Nuisance or Annoyance

The Hirer is responsible for the preservation of order during the period of hiring.

The Hirer shall ensure that no person using the Football Facilities within the scope of this Permit shall:

- Use indecent or offending language
- Behave in an indecent or offensive manner, or
- Behave in a manner endangering the safety and enjoyment of other park users or residents in neighbouring properties
- Spit, pollute, contaminate or foul any facility in The Park or Council buildings

- Damage, deface, or misuse any part of The Park facilities or Council buildings
- Damage, deface or misuse any part of the Football Facilities or equipment
- Operate a radio or other sound system to cause nuisance or annoyance.
- Smoke in any building
- Take crockery or glass bottles onto The Park

Failure of the Permit Holder to take reasonable measures to ensure that these conditions are adhered to will result in a fine being levied against the Permit Holder. **The level of fine for the 2024/25 season is set at £100 per incident.**

**e. Access and Parking**

The Hirer must ensure that vehicles of any sort (including motorcycles) must not be parked or left on any area other than in the official designated car park, or where The Council permits.

The Hirer must ensure that Park View is not used for access or exit to The Park without the prior approval from The Council.

The Hirer must ensure that Park View is never used for parking.

**f. Compliance with Bylaws and Regulations**

The Hirer shall comply with and observe the Bylaws and Regulations provided for the general regulation of the use of The Park and the Football Facilities, copies of which are displayed in The Park and in The Council's office as well as on The Council's website. It shall be the duty of The Hirer to inspect such Bylaws and Regulations and to acquaint him/herself with the contents thereof.

**g. Pandemic**

The Hirer shall ensure that all players, officials and supporters adhere to any rules and regulation which are in place during the hire period by the Government and the Football Association.

**h. Right of Access**

An authorised Officer or representative of The Council shall at all times during the period of hire have free access to the Football Facilities and the instruction shall be given by The Hirer for their admission.

**i. General**

The conditions of this permit cannot be changed verbally by a Councillor or Council Officer. Any changes must be confirmed in writing by The Clerk following agreement by The Council or delegated committee.

As the Hirer runs activities involving children and young people using paid employees and volunteers, they must declare that they have a Child Protection Policy in place and that they undertake their DBS checks on a regular basis.

Advertisement banners cannot be displayed without the written approval of The Council. unauthorised banners will be removed and destroyed.

Any complaint connected with the hiring or use of the Football Facilities must be made in writing to The Clerk within five working days of the problem being encountered.

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

## 6. Football Facilities Permit Agreement

The Council: **Aston Clinton Parish Council**, London Road, Aston Clinton, Aylesbury, Bucks, HP22 5HL

The Hirer: **Aston Clinton Colts**,

This Agreement is between The Council and The Hirer for a Permit to use the Football Facilities within Aston Clinton Park for the period **24th August 2024 and 21st June 2025**.

The Hire Fee for the Hire Period is **£2950**

The Agreement is based upon the Terms & Conditions and Schedules accompanying the Agreement.

**SIGNED by:**

…….... (for the Council) …… (Date)

……. (for the Hirer) …….. (Date)

As duly authorised signatories

**Schedule 1 Plan of Pitches (Not to Scale)**