



Standard conditions for use of the Recreation Ground, Parley Wood, Car Park & Playing Fields

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West Parley's Recreation Ground is owned by West Parley Parish Council on behalf of its residents. The land was purchased by residents through public subscription to provide the village with an open space, along with the neighbouring Millennium Garden, Parley Wood and Playing fields. Therefore, any use beyond general recreational activity, requires permission from the Parish Council, as use of the facility deprives the residents of using their facility for the duration thereof.

There are long established byelaws on the area encompassing the Recreation Ground, Parley Wood, the Parish Council car park, along with the Memorial Hall and its car park and the sports club and associated playing fields. All behaviour should be in accordance with these byelaws, which are available on the website.

Booking Conditions:

In order to hold an event on the recreation ground, or part thereof, the user will be required to complete the booking form together with the payment of any deposits due. Please note that West Parley Parish Council do not currently allow commercial activity nor vehicular access on the recreation ground. However, may be minded to permit parking for local community events, for which consideration will be given on a case by case basis.

The Parish Council strongly suggests that the User should read the Standard Conditions of use in full.

- A donation will be payable in full at the time of booking, along with the appropriate deposit.
- A cash deposit of £25 is required to be deposited with the Parish Clerk, however, if vehicular access is sanctioned by the Parish Council, a deposit of £100 will be required. This is returnable providing the grounds are left in good condition.
- Cheques Payable to West Parley Parish Council.

Right to Refuse:

West Parley Parish Council reserves the right (without necessarily stating reasons) to refuse use of the grounds for any purpose, which it considers not to be in the best interest of the grounds, the Parish Council or West Parley residents.

Standard Conditions:

These standard conditions apply and if the user is in any doubt as to the meaning of the following, the Parish Clerk should immediately be consulted.

1. Age

The user, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the grounds are met.

2. Supervision

The user shall be responsible for:

- supervision of the grounds
- safety from damage however slight or change of any sort;
- the behaviour of all persons using the grounds in relation to their event whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of Stocks Lane and the public highway.
- as directed by the Parish Clerk, the user shall make good or pay for all damage (including accidental damage) to the grounds or their contents (eg Trees, Children's play equipment, gazebo, bins, benches etc gym) or for loss of contents.

3. Security

West Parley Parish Council have taken steps to ensure the security of the grounds through installation of bollards, placement of boulders and a roller and heavy duty padlock and chain on the main entrance gate. These will remain in place at all times to prevent unauthorised access.

4. Use of Grounds

The user shall not use the grounds (including the car parks) for any purpose other than that described in the User Agreement. The User shall not

- sub-hire or charge for entry
- use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way.
- do anything or bring onto the grounds anything which may endanger the same or render invalid any insurance policies in respect thereof.
- allow the consumption of alcohol thereon without written permission.
- Fly remote controlled aircraft /drones
- Play golf
- Mark the grass eg for pitches
- Nothing to be attached to, nor damage caused to, trees and surrounding roots, as the majority of the Parish Council's trees are subject to Tree Preservation Orders and damage could incur fines of upto £1000.

5. Children's Play Area

- Use by children aged 12 and under
- Users do so at their own risk
- No dogs permitted under any circumstances
- No glass
- Please place litter in surrounding bins to keep area litter free
- Please report any damage to the Parish Clerk

6. Gym

- Use in accordance with instructions provided
- Users do so at their own risk
- No dogs permitted under any circumstances
- No glass

- Please place litter in surrounding bins to keep area litter free
- Please report any damage to the Parish Clerk

7. Insurance and indemnity

The User shall indemnify and keep indemnified each member of West Parley Parish Council and the Council's employees, volunteers, agents and invitees against:

- The cost of repair of any damage done to any part of the grounds including the curtilage thereof or the contents of the grounds
- All claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the grounds (including the storage of equipment) by the User.
- West Parley Parish Council only insure against any claims arising out of its own negligence.
- The User shall be responsible for taking out adequate insurance to insure the User and members of the User's organisation and invitees against the User's liability under paragraph 4(a) and all claims arising as a result of the use and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Clerk. Failure to produce such policy and evidence of cover will render the use void and enable the Parish Council to allow the grounds to be used by an alternative user.
- The User shall be provide a Risk Assessment to the Parish Clerk, in advance of any public event

8. Gaming, betting and lotteries

The User shall ensure that nothing is done on or in relation to the grounds in contravention of the law relating to gaming, betting and lotteries.

9. Licensing

If licences are required in respect of any activity, the User should ensure that they hold the relevant licence, and on demand shall produce the licences or other evidence to the Parish Clerk.

10. Childcare Act 2006

The User shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (previously Criminal Records Bureau) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The User shall provide West Parley Parish Council with a copy of their DBS (previously CRB) check and Child Protection Policy on request.

11. Public safety compliance

In the event of an emergency the following action must be taken:

- calling the appropriate emergency services
- evacuate to an area of safety
- the user should supply fire equipment and first aid kits, if not hiring the Memorial Hall.
- Ensure escape routes are kept clear at all times, for evacuation and to allow access for all emergency personnel.
- Should the emergency services be in attendance, details of the incident must be given to the Parish Clerk as soon as practically possible.

12. Noise

The User shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The User shall, if using sound amplification equipment, make best attempts to limit impact on neighbouring residents and comply with any other licensing condition for the premises. Bad language is not tolerated as it can offend residents and other users of the grounds.

13. Drunk and disorderly behaviour and supply of illegal drugs

The User shall ensure that in order to avoid disturbing neighbours to the grounds and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the grounds. Drunk and disorderly behaviour shall not be permitted either on the grounds or in its immediate vicinity. Any person suspected of being excessively drunk, under the influence of drugs or who is behaving in a violent or disorderly way; shall be asked by the User to leave the grounds in accordance with the Licensing Act 2003.

14. Health and Hygiene

- The Parish Council provides waste bins around the grounds, however Users are requested to take their litter home with them or use the Memorial Hall bin, if hiring the hall.
- No Glass is permitted on the grounds, play area or gazebo.
- Dog mess must be picked up and placed in the dog bins provided.

15. Animals

- Dog bins are provided around the grounds, however Users providing dog shows will be asked to make a contribution to the cost of additional emptying.
- Dogs must be controlled at all times and are NOT permitted on the play area under any circumstances
- No other animals are allowed on the land without prior permission from the Parish Clerk.

16. Parking

The Parish Council accept no liability for personal injury, or damage / loss to any vehicle or its contents. Parking is free.

If the Parish Council permits vehicular access to the recreation ground, the follow applies:

- marshalled at all times
- no overnight parking or camping
- no driving or parking near tree roots – which is only permitted a reasonable distance from the gazebo, children’s play area, gym.
- no vehicles must be driven or park between the gazebo and the tree boundary with the car park.
- cars should not exceed 5mph on the car park, rec ground and playing fields.
- parking is at your own risk.
- users are not permitted to charge for parking or entry to the grounds.

17. Electrical appliance safety

The User shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Users should ensure a residual circuit breaker is used in the interests of public safety.

18. Stored equipment

West Parley Parish Council accepts no responsibility for any stored equipment or other property brought on to or left at the grounds, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed immediately after the event; daily unless agreed in advance with the Parish Council. Failure to do so, may result in West Parley Parish Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the User any costs incurred in storing and selling or otherwise disposing of the same.

19. Explosives and flammable substances

The User shall ensure that highly flammable substances are not brought into, or used in any part on the grounds (eg gas bottles or barbeques, fireworks) and no opens should be lit under any circumstances.

20. Fly posting

The User shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place on the grounds, and shall indemnify and keep indemnified West Parley Parish Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by Dorset County Council.

21. Sale of goods

If permission is granted by the Parish Council, the user shall, if selling goods on the grounds, comply with Fair Trading Laws and any code of practice used in connection with such sales.

22. Cancellation

If the User wishes to cancel the booking on the day of the event and West Parley Parish Council is unable to conclude a replacement booking, the question of the deposit / payment being refundable shall be at the discretion of the Parish Council.

The Parish Council retains the right to withdraw the use of the grounds for example if it is considered too wet or dangerous to users.

23. End of hire

The User shall be responsible for leaving the grounds and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise West Parley Parish Council shall be at liberty to retain all or part of any deposit.

24. No alterations

No alterations or additions may be made to the grounds nor may any fixtures be installed ie stalls, gazebos, bouncy castles, staging etc without prior written approval of the Parish Clerk.

25. No rights

The User Agreement constitutes permission only to use the grounds on the date(s) stated and confers no tenancy or other right of occupation on the user.

Footnote: West Parley Parish Council has offered the use of the Recreation Ground as an night time emergency landing site for Dorset and Somerset Air Ambulance should the need arise.

Last review date: 17th January 2018

Amended : 7th February 2023 – contact details