# Public Document Pack Melksham Town Council



Town Hall, Melksham, Wiltshire, SN12 6ES Tel: (01225) 704187

Town Clerk and RFO Linda Roberts BA(Hons) PGCAP, FHEA, FLSCC

To:

Councillor C Forgacs (Vice-Chair)

Councillor C Goodhind (Deputy Town Mayor)

Councillor G Cooke

Councillor J Crundell

Councillor S Crundell

Councillor C Houghton

Councillor L Lewis

Councillor J Oatley

Councillor T Price

26 July 2021

#### **Dear Councillors**

In accordance with the Local Government Act (LGA) 1972, Sch 12, paras 10 (2)(b) you are invited to attend the **Asset Management and Amenities Committee** meeting of Melksham Town Council. The meeting will be held at the Melksham Town Hall on **Monday 2nd August 2021** commencing at **7.00 pm**.

A period of public participation will take place in accordance with Standing Order 3(e) prior to the formal opening of the meeting. The Press and Public are welcome to attend this meeting in person, alternatively the public and press may join the meeting via Zoom.

In accordance with the Council's commitment to being open and transparent; all Town Council meetings are recorded and broadcast live. The right to do so was established under the Openness of Local Government Bodies Regulations.

Yours sincerely

Mrs L A Roberts BA(Hons), PGCAP, FHEA, FSLCC

Town Clerk and RFO

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# Melksham Town Council Asset Management and Amenities Committee

#### Monday 2 August 2021

**Public Participation** – To receive questions from members of the public.

In the exercise of Council functions. Members are reminded that the Council has a general duty to consider Crime & Disorder, Health & Safety, Human Rights and the need to conserve biodiversity. The Council also has a duty to tackle discrimination, provide equality of opportunity for all and foster good relations in the course of developing policies and delivery services under the public sector Equality Duty and Equality 2010.

Virtual Meeting Access

#### Join Zoom Meeting

https://us02web.zoom.us/j/88095063251?pwd=a21lMUhRWVF1ejVRQWtiL0U2eGJJUT09

Meeting ID: 880 9506 3251 Passcode: 780809

Participants will be directly let in the meeting by clicking on the above link. There is no waiting room.

#### **AGENDA**

#### 1. Apologies

To receive apologies for absence.

#### 2. Declarations of Interest

To receive any Declarations of Interest in respect of items on this agenda as required by the Code of Conduct adopted by the Council.

Members are reminded that, in accordance with the Council's Code of Conduct, they are required to declare any disclosable pecuniary interest or other registrable interests which have not already been declared in the Council's Register of Interests. Members may however, also decide, in the interests of clarity and transparency, to declare at this point in the meeting, any such disclosable pecuniary interests which they have already declared on the Register, as well as any other registrable or other interests.

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#### **3. Minutes** (Pages 1 - 6)

To approve the minutes of the Asset Management and Amenities Committee meeting held on 21 June 2021.

#### 4. Presentation from Jack Raisey on the Art Sculpture for King George V Park

To receive a presentation from Jack Raisey, artist, on the art sculpture ordered for the King George V Park Sensory Garden.

#### 5. King George V Playing Field

# 5.1 Request to Use King George V Playing Field for Dog Training Classes (Pages 7 - 8)

A decision is required in respect of the request to use the King George V Playing Field to hold dog training classes. (see attached).

#### 5.2 Request to Use King George V Playing Field for a Pride event (Pages 9 - 28)

A decision is required in respect of the request to use the King George V Playing Field to hold a Pride event (see attached).

#### 5.3 Hiring of parks/ skate park to businesses and voluntary groups (Pages 29 - 40)

To receive the report of the Assistant to the Town Clerk. Members are requested to make a decision on whether the Town Council wishes to instigate a schedule of hire charges for parks and the skate park (see attached).

#### 5.4 **Dogs Recreation Area**

To consider the provision of a dogs recreation area in the King George V Park, utilising the old childrens' play area and paddling pool space to the South of the Park.

To delegate to officers responsibility to make good the existing fencing, install additional dog waste bins and explore a viable solution for the provision of dog poo bags. Finance is to come from the existing King George V Park budget.

#### 5.5 Installation of Bollards and Fencing

To authorise the installation of bollards and low level fencing to restrict unauthorised access to the Park. Finance is to come from the existing King George V Park budget.

#### **6. Public Toilets** (Pages 41 - 42)

#### 6.1 Market Place Toilets (Pages 43 - 44)

To receive the report of the Amenities Manager and consider the recommendations made regarding proposed changes to the opening times of the Market Place toilets (see

attached).

#### 6.2 Bath Road Toilets

To receive an update regarding progress in re-commissioning the Bath Road Toilets.

#### 7. Community Use of the Phone Boxes at Littlejohn Avenue and Spa Road (Pages 45 - 46)

To receive the report of the Community Development Officer. Members are requested to make a decision based on the recommendations contained therein (see attached).

#### **8. Garden Sharing Scheme** (Pages 47 - 50)

To receive the report of the Community Development Officer. Members are requested to make a decision based on the recommendations contained therein (see attached).

#### 9. Parks Working Group (Pages 51 - 52)

To receive the notes of the Parks Working Group meeting held on 20 July 2021 (see attached).

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#### **Melksham Town Council**

# Minutes of the Asset Management and Amenities Committee meeting held on Monday 21st June 2021

**PRESENT:** Councillor C Goodhind (Chair)

Councillor C Forgacs (Vice-Chair)

Councillor L Lewis Councillor J Oatley Councillor S Crundell Councillor C Houghton

**IN ATTENDANCE:** Councillor P Aves

Councillor J Hubbard Councillor S Mortimer

**OFFICERS:** Linda Roberts Town Clerk

Hugh Davies Amenities Manager Christine Hunter Committee Clerk

**PUBLIC PARTICIPATION:** Three members of the public and one member of the press

were present.

Adrienne Westbrook stated that no Terms of Reference were available on the Council website for the Asset Management and Amenities Committee. She asked the Committee to confirm that there were new Terms of Reference which gave delegated powers to the Committee to make decisions at this meeting.

The Town Clerk confirmed that the Terms of Reference for all Committees would be reviewed at the Town Council Visioning Day on 26 June 2021. The Terms of Reference for both the Asset Management Committee and the King George V Sub Committee would remain in place in the interim.

#### 51/21 Apologies

Apologies were received from Councillor Price and Councillor J Crundell.

#### 52/21 Declarations of Interest

Councillor S Crundell, as a member of Melksham Family of Churches, declared a non-pecuniary interest in the agenda item relating to the proposed Community Hub, formerly Art House Café. Councillor S Crundell remained in the meeting and took part in the debate on this item.

#### 53/21 Minutes

The Deputy Town Mayor, Councillor Goodhind signed the minutes of the Asset Management Committee Meeting held on 14 December 2020.

It was proposed by Councillor Oatley, seconded by Councillor Forgacs and

**UNANIMOUSLY RESOLVED** that the minutes of the Asset Management Committee Meeting held on 15 March 2021, having previously been circulated, were approved as a correct record and signed by the Deputy Town Mayor, Councillor Goodhind.

It was proposed by Councillor Forgacs, seconded by Councillor Oatley and

**UNANIMOUSLY RESOLVED** that the minutes of the King George V Sub-Committee Meeting held on 27 April 2021, having previously been circulated, were approved as a correct record and signed by the Deputy Town Mayor, Councillor Goodhind.

#### 54/21 Friends of King George V Playing Fields Proposal

The Town Mayor, Councillor Hubbard stated that the Council should be actively supporting the proposal and other similar proposals for the town. He noted that other parks within the town had not received the same level of investment as the King George V Park, but that the Town Council's Amenities Team had worked hard in all parks to keep them in good condition.

It was agreed to form a new Working Group with membership being approved at the Full Council meeting on 28 June 2021.

It was proposed by the Deputy Town Mayor, Councillor Goodhind, seconded by Councillor Oatley and

#### **UNANIMOUSLY RESOLVED** to form a new Working Group to:

- research other models of 'Friends of' groups adopted by other communities.
- bring back the working group's findings and recommendations to the Committee detailing how the proposed Friends group can:
  - help with setting the strategic vision for the park.
  - assist with delivering services and facilities within the park.
  - raise funds to help pay for future maintenance and/or park improvements.
  - encourage the participation of members of the public in the running of the park.

The Working Group should also explore the option of establishing a network of Community Pride Teams that contribute towards the future of King George V Park and the various other play areas around the town. It was agreed that the Working Group should aim to complete its research and report back by the Autumn.

#### 54/21.1 King George V Playing Fields Masterplan

The Town Clerk reported on progress to date in the King George V Park regarding:

- the installation of the new play equipment
- the opening of the new Splash Pad
- the opening of the Cricketers Café
- the installation of new pathways
- the Sensory Garden
- the introduction of new benches

The Town Clerk highlighted works that were still ongoing regarding the introduction of an art sculpture in the sensory garden, and the mosaic.

#### 54/21.2 King George V Playing Fields Dog Agility Area

Councillor Aves confirmed that the reason for exploring the feasibility of a dog agility area within the King George V Park, related to dog fouling complaints received.

The Town Clerk confirmed that she had investigated the existence of by-laws relating to dog orders in parks but had not found anything specifically relating to dogs being kept on a lead. The Council may need to create a by-law to address this.

#### 55/21 Tree Wardens

The report of the Assistant to the Town Clerk was noted.

The Town Clerk confirmed that the previous scheme run by Wiltshire Council had ended when funding ceased. She suggested the creation of a budget to enable the engagement of appropriate expertise when required. Councillor S Crundell suggested co-ordinating with Melksham Without Parish Council to use the same tree wardens.

It was proposed by the Deputy Town Mayor, Councillor Goodhind, seconded by Councillor Oatley and

**UNANIMOUSLY RESOLVED** that the Town Council budget £500 maximum as an honorarium to enable access to the Tree Warden's expertise on an as and when required basis.

## 56/21 Purchase of a Defibrillator for the Cricketers Cafe at King George V Playing Fields

The Town Clerk confirmed that an application had been made to the Area Board for 50% funding towards the purchase of a defibrillator for the Cricketers Café.

It was proposed by the Deputy Town Mayor, Councillor Goodhind, seconded by Councillor Oatley and

**UNANIMOUSLY RESOLVED** that a Lifeline View defibrillator be purchased and installed at the Cricketers Café at a cost of £995.

#### 57/21 Garden Sharing Scheme

The report of the Community Development Officer was noted.

The Deputy Town Mayor, Councillor Goodhind explained that there is a long waiting list for allotments in Melksham, and that the national garden sharing scheme allows neglected gardens to be used, providing the opportunities to develop friendships and helping to improve health and wellbeing.

It was proposed by the Deputy Town Mayor, Councillor Goodhind, seconded Councillor S Crundell and

**UNANIMOUSLY RESOLVED** to support the recommendation within the report: "To instruct staff to promote and develop a garden sharing scheme in Melksham in collaboration with Lend and Tend".

#### 58/21 Phone Boxes

The report of the Business Administration Apprentice was noted.

The Town Clerk suggested the creation of an initiative asking community groups to bid on how they would like the phone boxes to be used.

It was agreed that signs would be placed on the phone boxes showing where the nearest defibrillator was and the "What Three Words" location reference.

It was proposed by the Deputy Town Mayor, Councillor Goodhind , seconded by Councillor Forgacs and

**UNANIMOUSLY RESOLVED** to create an initiative for Community Groups giving them the opportunity to bid on uses for the two phone boxes. The winning bid would be decided by the Asset Management and Amenities Committee.

#### 59/21 East of Melksham Community Centre

The report of the Assistant to the Town Clerk was noted.

The Town Mayor, Councillor Hubbard advised that a community hall was planned as part of a S106 agreement between the developers and Wiltshire Council for the development of 450 new homes at the east of Melksham site.

The Town Clerk confirmed that the plans are identical to the Berryfield Hall facility. It was agreed to ask BTA Architects to give a presentation of the plans of the Berryfield Hall facility at a future Council meeting.

#### 60/21 Art House Cafe

#### 60/21.1 Community Hub - formerly Art House Cafe

Councillors noted the resolution from the Community Development Committee meeting held on 7 June 2021.

#### 60/21.2 Expressions of Interest Received for use of the Art House Cafe

Councillors considered the expressions of interest to rent the Art House Café received from the Good News Church Group and Corsham Café.

It was proposed by the Deputy Town Mayor, Councillor Goodhind, seconded by Councillor Oatley and

**UNANIMOUSLY RESOLVED** to delegate authority to the Town Clerk to progress with a short term rental lease of the Art House Café to the Good News Church Group, at the rent indicated in the proposal. The Good News Church Group are to use the Art House Café as a community group support venue until the Council review the asset and decide on the long-term use of the building.

#### 61/21 Art Sculpture in King George V Playing Field

The report of the Community Development Officer was noted.

Councillor S Crundell asked for thanks to be conveyed to the artist and confirming that the Committee were looking forward to receiving the sculpture.

It was agreed that the artist, Jack Raisey be contacted to request:

- that the colours of the bells in the sculpture be in the order of the colours of the rainbow.
- confirmation that the sculpture is safe for small hands.
- that a model of the sculpture be presented at the next Asset Management and Amenities Committee meeting, in order to better understand its size.

	Closed at: 8.35 pm	
Signed:		Dated:

## Agenda Item 5.1

#### Request to use King George V Playing Field for Dog Training Classes

**Sent:** 02 July 2021 16:26

To: Town Hall < <a href="mailto:towncouncil@melksham-tc.gov.uk">towncouncil@melksham-tc.gov.uk</a> Subject: Permission to Use King George Playing Field

#### Good Afternoon

I am a Melksham based dog trainer and hold my classes outdoors.

I am writing to gain permission to use a part of King George Park for my dog training classes. I currently run classes on a Saturday and Sunday, first class starts at 9.00 am and second finishes at 11.30am.

I would choose a quiet area away from the children's park and main inner field. For your information:

- I hold my own liability insurances
- Each course lasts for 6 weeks with a break of one week in between classes
- Classes will not take place if weather id deemed unsafe for dog and owners
- No class is ever larger than 8 dogs/puppies
- All dog are kept on leads at all time within my class
- All dog waste is cleared up immediately and taken away by their owners.

I feel it is important to for puppies and dog to be trained in real situations to ensure they are adjusted and brought up as well rounded dogs. I would love to be able to hold my classes locally and am hoping that permission would be granted.



# MELKSHAM TOWN COUNCIL EVENT MANAGEMENT PLAN TEMPLATE

#### **Event Management Plans**

Large and major events should be backed up by an Event Management Plan which covers all the safety and organisational aspects of the event.

It should be produced in conjunction with your risk assessment - the risks you identify should inform your decisions about the way the event will be managed.

The bigger the event and/or the riskier the activities, the more detailed and thorough the plan should be.

Aspects to consider	<b>Action Points</b>
1. About the event	
Provide a description of your event:	We would like to hold a "fete/family fun day" style event in the KGV park. Inviting residents to bring a picnic, and having stalls where local businesses can sell their wares, the event would help support the cricketeers cafe by being situated reasonably close to it on the green infront. We would like to have a facepainter and find some kind of performers. The event is aimed to be a "Pride" event to raise awareness of Proud Melksham and our local LGBT+ community, but is open to everyone.
What will be happening, where and when	We would like to hold the event in KGV park on Saturday 28th August 2021.
• Who it is aimed at	The event is to raise awareness and fundraise for Proud Melksham, but is open to all residents.
• The purpose of the event and why is it being organised	As above
What you hope to achieve	We hope to raise some funds for Proud Melksham through donations and product sales, and to raise awareness of us and what we are about. Providing an LGBT+ hub of advice, support & friendship to those in our community and our allies.
2. Accessibility	

Access arrangements for people with disabilities	The Accessibility aspect will be based on the KGV own ability to be accessible. We aim to provide the event as close to the cafe as possible, on the green infront. Providing weather remains well we dont anticipate any accessibility issue for anyone, provided they can already safely access the green space in the park.
Additional facilities for deaf and disabled people	Unfortunately we are unable to provide any specific additional facilities
How you will communicate with people with hearing or visual impairments	As an outdoor event we are unable to have a hearing loop, and hope people would be understanding that we are new and this is a small event with zero funding, aimed to help support those in the community the best we can, with what we have.
3. Advertising	
• Facebook/ Twitter/ website leading up to the event and on the day	The event will be advertised across social media, facebook & instagram being our primary ways of communication
• Press and media coverage including newsletter both pre and post event	We will ensure Melksham News & Wiltshire Times are notified of the event
Signage and programmes	We will mock up posters & details for online, but wont be printing any material specific to the event, due to costs. We are a brand new organisation and as of yet have recieved no funding from any sources.
4. Amusements, attractions and displays	
• Stages	N/A any performance will just be on the green.
• Workshops	N/A
• Processions	N/A
• Stalls/ Displays	Yes we hope to have stalls on the green and are actively looking for sellers who wish to

	take part. We are not having any food stalls as the aim is to promote the cricketeer cafe & for people to bring picnics weather permitting.
Performers to be booked, refunds for cancellations	We hope to find performers who would like to help us free of charge, who perhaps wish to promote themselves also. There is no electricity supply so the type of performer will be limited.
Anything else that is being brought along to your event for the audience to view or participate in	We hope to have a facepainter, perhaps a storybook reader, We are still in very early planning for much of the event, but eager to do something before the weather changes. This event may end up much smaller/a trial, to a bigger Pride event for next summer.
Explain how you will ensure all amusements, attractions and displays will be safe	We dont intend to have any kind of "dangerous" amusement or attraction in place. Our stallholders will be selling regular and safe products. For example we were approached by an archery company but declined this due to the nature of the safety risk we felt inoppropriate for this paricular event.
5. Children	
How you will deal with lost children – where the lost children's point will be located and how you will make contact with the parents (e.g. PA announcements)	We dont have any specific arrangement in place for lost children. We dont anticipate the event to be that "big" as to have a detrimental impact to a normal day in the park, but with a few stalls and a picnic area. The stalls will be horseshoe shaped path to path so as to contain the picnic area, meaning a child shouldnt "lip out the back" and the front area will be open to the cafe, playground and splash area pathway.
• Names, dates of birth and addresses of the employees/volunteers who will staff the lost children's point and details of their DBS checks	N/A

6. Communications	
• Location of the central event control point and details of who will staff it	N/A
• Details of radio system and the channels that will be used – do you wish to communicate via mobile? Collate mobile numbers	N/A
Arrangements for communicating with the public in the event of an emergency	The only emergency we can see arise is a medical emergency in which case any number of people at the event could contact 999.
• Contact details for the event organisers and any other key members of staff – emergency information cascade plan	
	We have no staff, but have a few people who will volunteer to help make sure the day runs smoothly.
7. Contractors	
• Details of sub-contractors. The event organiser remains responsible for the actions of their sub-contractors and should ensure they are fully briefed on the Event Management Plan and risk assessment	N/A
8. Emergencies	
Contingency plans for emergencies such as bomb threats, injuries or fire	Our volunteers at the event will have a Proud Melksham Lanyard, if any one of them was notified of an emergency they would dial 999.
Protocols for communicating with the public during an emergency	In the unlikely event of a major emergency Volunteers would raise the alarm to one another are verbally to the group. The plan is for the stalls to horseshoe around an open area for the picnic, so we are not talking about a large physical area, it will be fairly contained and easy to

	communicate quickly.
Evacuation plans	We are outside, evacuation will simply consist of walking away from the area if the alarm were raised.
Fire safety procedures and equipment	We do not anticipate a fire as no electrical, or food preparation will take place. As such if a stall were to catch fire an extinguisher is available at the cafe.
9. Entry to the event	
How you will secure the site	N/A
How you will monitor the number of attendees	Open to all
Whether there will be a queuing system	No
• Whether there will be any admissions policies, e.g. age restrictions or search policies. If yes, how these policies will be publicised	No
10. Fireworks and pyrotechnics	None
Approval sought	N/A
Who is responsible for checking the conditions regarding parameters such as wind strength, wind direction, fire warnings and exclusion zones are met	N/A
Regulations for indoor and outdoor pyrotechnics	N/A
11. <b>Hazards</b>	
• Details of any hazardous substances that will be on site during the event (e.g. LPG, chemicals)	N/A
Storage arrangements	N/A
Site hazards - terrain	The green is reasonably flat at the site of

	the event.
12. Insurance	
Details of public liability insurance cover	Proud Melksham holds Public Liabilty insurance, a copy of our certificate is attached.
Insurance of property and equipment	N/A
• Insurance of participators – seek copies of participators own public liability cover	Stallholders will be covered by our own liability insurance, but we will seek details of them having their own wherever possible.
13. Lighting	
Ensuring adequate lighting in place if the event is at night	N/A
14. Medical cover and first aid	
The level of first aid cover should be based on your risk assessment. The Event Management Plan needs to state:	
• Location of the first aid point, details of who will be staffing it and what qualifications they hold	First aid is available at the cricketeer cafe, and a defribrilator is available at the riverside club. We do not forsee any first aid issues from our own "event" due to what we are holding/hosting. The most likely first aid event may be a family having a picnic whos child leaves to play in the playground and falls and needs a plaster. Any volunteer could direct them to the cafe as such. A larger first aid issue will result in a 999 call.
• If there will be an ambulance on site, details of who will be providing it and where it will be located	N/A

to provide electricity. We may have bluetooth speakers with music, however this will be at a low level, and the hours will be daytime.  • Detail steps that will be taken to minimise the risk of nuisance  • Detail how complaints received before, during and after the event will be addressed – make sure that all staff are aware of the complaints' procedure  to provide electricity. We may have bluetooth speakers with music, however this will be at a low level, and the hours will be daytime.  Low level to any bluetooth speakers, no electricity so no large sound system.  Anyone is free to complain to a volunteer about any aspect of the event, or to Proud melksham themselves, we will take all feedback onboard. We anticipate complaints against the LGBT+ nature of	Details of any other medical provision	N/A
A noise management plan should be produced for any event where there is a risk of noise nuisance:  • Identify all potential sources of noise nuisance  • Identify all potential sources of noise nuisance  • Detail steps that will be taken to minimise the risk of nuisance  • Detail steps that will be taken to minimise the risk of nuisance  • Detail how complaints received before, during and after the event will be addressed – make sure that all staff are aware of the complaints' procedure  Anyone is free to complain to a volunteer about any aspect of the event, or to Proud melksham themselves, we will take all feedback onboard. We anticipate complaints against the LOBT+ nature of the event as unfortunately this is the world we live in, & would expect the town council to likely receive complaints for supporting us.  16. Organisation  • Organise a working group/ committee and assign roles  • Plan a timetable for meetings and establish time frame and deadlines  • Establish and seek confirmation/ approval of the budget		
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Detail how complaints received before, during and after the event will be addressed — make sure that all staff are aware of the complaints' procedure  Anyone is free to complain to a volunteer about any aspect of the event, or to Proud melksham themselves, we will take all feedback onboard. We anticipate complaints against the LGBT+ nature of the event as unfortunately this is the world we live in, & would expect the town council to likely receive complaints for supporting us.  16. Organisation  Organise a working group/ committee and assign roles  Plan a timetable for meetings and establish time frame and deadlines  Establish and seek confirmation/ approval of the budget	Identify all potential sources of noise nuisance	may be a noise risk, however we are unable to provide electricity. We may have bluetooth speakers with music, however this will be at a low level, and the hours
after the event will be addressed – make sure that all staff are aware of the complaints' procedure  about any aspect of the event, or to Proud melksham themselves, we will take all feedback onboard. We anticipate complaints against the LGBT+ nature of the event as unfortunately this is the world we live in, & would expect the town council to likely receive complaints for supporting us.  16. Organisation  • Organise a working group/ committee and assign roles  • Plan a timetable for meetings and establish time frame and deadlines  • Establish and seek confirmation/ approval of the budget  N/A	_	•
Organise a working group/ committee and assign roles  Plan a timetable for meetings and establish time frame and deadlines  Establish and seek confirmation/ approval of the budget  N/A	after the event will be addressed – make sure that all	about any aspect of the event, or to Proud melksham themselves, we will take all feedback onboard. We anticipate complaints against the LGBT+ nature of the event as unfortunately this is the world we live in, & would expect the town council to likely receive complaints for
Organise a working group/ committee and assign roles  Plan a timetable for meetings and establish time frame and deadlines  Establish and seek confirmation/ approval of the budget  N/A	16. Organisation	
and deadlines  • Establish and seek confirmation/ approval of the budget  N/A		N/A
budget	e	N/A
17. Post Event	**	N/A
17. Post Event		
	17. Post Event	

Sweep-up working group/ committee meeting	Volunteers will ensure all litter is removed
Sweep-up working group/ committee meeting	from the green following close up o the
	event.
Thank yous and acknowledgements	Social Media
• Successes/ failures – draft a 'lessons learned' document	Noted and taken onboard for any future
for distribution afterwards	event.
Consider feedback	From anyone.
18. <b>Public Health</b>	
• Temporary food stalls and licences – all catering	N/A
suppliers must have their own risk assessments and food	
hygiene certificates, and gas safety certificates if using	
gas appliances	
Alcohol and licences	N/A
• Arrangements for the provision of free drinking water	None specifically but Im sure the cafe
	would be willing to provide if needed.
Shelter and shade	None specificially, held on the park green,
	trees providing shade and benches surround
	area.
Covid safety precautions	N/A Outdoor event and no social
	distancing required. Covid measures to be
	personal choice providing situation doesn't
	change nationally.
19. Refuse and waste	
• The number and type of receptacles that will be	None, use of public receptacles, large waste
provided	after event to go in cricketeer cafe bins.
Arrangements for emptying the receptacles and	Volunteers will litter pick after the event to
litter-picking after the event has finished	make sure the area covered if free from
	litter.
• Will concession holders be responsible for the removal	Yes.
of their own waste	

20. Road closures	
• The roads which will need to be closed and notification	N/A
Applications for approval	N/A
• Signage	N/A
21. Severe Weather and Event Cancellation	
When to consult the Met Office forecast to check on potential weather problems	In the seven days prior to the event
Who is responsible for deciding whether or not the event should go ahead because of adverse weather conditions	
Cancellation fees	N/A
22. Site layout	
Include a full, detailed site map which shows:	We simply plan a horseshoe shape of stalls in front of the cricketeer cafe, creating a central space for picnics, the site will be open to the path along the front of the cafe/playground/splashpad.
Entry and exit points	whole front side
Emergency evacuation access routes	whole front side
• Event control point	n/a
• Lost children's point	n/a
• First aid point	cricketeer cafe
All attractions (rides, caterers, stages etc)	n/a
• The location generators / power / water etc	n/a
All key distances / measurements	n/a
• The location of fencing / trackway plan if required	n/a

Details of ground protection if required	n/a
23. Sponsorship	
Seeking corporate sponsors	Yes, we are always seeking sponsorship, although this first event is unlikely to have one
Partnering with community organisations	Yes, we will offer some stall places to local charities
24. Stewarding and security	
How crowds will be managed when arriving, leaving and circulating around the site	n/a
How an incident will be controlled	
How many stewards / security staff you will use, how they will be easily identifiable, and where they will be stationed	Volunteers will have a proud melksham lanyard, should an incident occur volunteers have access to mobile phones to dial 999. There is the possibility of hostileness to the LGBT+ nature of the event, as such Wiltshire Police will be notified ahead of the event, to hopefully make sure some community police officers pass through or check on us.
25. Temporary Structures	
• Details of any temporary structures that will be at the event, e.g. marquees, stages, lighting columns	Only stalls.
Loading calculations	n/a
Details of the contractors who will be assembling and disassembling the structures	n/a
Confirmation that the structures will not be used until a certificate of compliance has been provided by the contractors	n/a

26. Ticketing	
Crowd control needed	n/a
Advanced ticketing or purchase at event – cash handling. Credit or debit card payment	n/a
Details to be included	n/a
27. Toilets	
The location, number and type of toilets that will be provided	The closest toilets are at Sainsburys supermarket, there are no public toilets in KGV park, and we are unable to provide any for the event due to costs.
Arrangements for installing/removing any portable facilities	n/a
28. Traffic management plan	
A detailed, illustrated traffic management plan is an essential part of the Event Management Plan:	
Access and egress – Entrance and exit routes to/from the site, emergency exits (including details of signage and lighting), ground protection (if there is a likelihood of poor weather), any provisions to minimise congestion on surrounding roads	Visitors can park at the small carpark at riverside school, at the Waitrose/council carparks adjacent to the park, at Sainsburys across the street, or further in town at the wiltshire council carparks. Access varies to each, but due to the small nature of some the visitors should be spread out and no bottleneck happen. If it were the pinchpoint could be the top of Lowbourne as people attempt to find a parking space, but we don't anticipate the visitor numbers to be hundreds, so the risk is minimal.
• Parking – Car parks, entrance and exit routes, signage, stewards, pedestrian walkways, lighting (if the event will take place in dusk or darkness), ground protection (if there is a likelihood of poor weather), any suspensions of existing parking bays	as above

• Road closures – Road closure locations, diversionary routes, barriers, signage, stewards, access for emergency vehicles	n/a
• Public transport – How the event will impact on local services, details of consultation with local providers	n/a
29. Utilities	
• Details of any generators that will be on site and who will be providing them	n/a
• The name of the competent person (e.g. qualified electrician) who will be installing any electrics	n/a
• If the event will take place in hours of dusk or darkness, how you will ensure there is adequate lighting	
	n/a
30. Vehicles on site	
• The times when vehicles will be on site before, during and after the event	We may have stallholders wishing to drive close to the sight, or onto the green to unload their vehicles, this would be based around the event timings, which are provisionally 10:00-14:00
• For what purpose the vehicles will be on site	Stallholders load/unload
• The types of vehicles that will be used	various
• The routes that vehicles will take across the land and how they will be enforced (e.g. barriers, stewards)	if this access was needed a volunteer would acompany a vehicle and keep pedestrians away for the short distance necessary from the rivermead carpark onto the green.
• What steps will be taken to ensure damage is not done to land not usually used by vehicles	extremely slow driving and only if absolutely necessary, for example heavy stock items.
31. Venue	
31. Venue	

• Suitability of venue – size, accessibility, parking, costs	very suitable outdoor venue.
Booking timeframe	n/a
• The types of vehicles that will be used	as above
• The routes that vehicles will take across the land and how they will be enforced (e.g. barriers, stewards)	as above
• What steps will be taken to ensure damage is not done to land not usually used by vehicles	as above
32. Working at height	
• Whether any employees or contractors will be working at height, and what steps will be taken to ensure their safety.	n/a

#### **Appendix A: Event Programme Timetable**

#### Date

Timings	Description
10:00-14:00	Provisional timing for event, on Saturday 28th August 2021.

#### **Appendix B: Roles and Responsibilities**

Activity	Organisation	Key Contact
Summer Fete	Proud Melksham	

**Appendix C: Risk Assessment** 

See separate document



# MELKSHAM TOWN COUNCIL PARKS BOOKING FORM

PARK REQUESTED	KGV		
Date of event	28 <sup>th</sup> August 2021		
Name of Event	Proud Melksham's Pride Picnic In The Park		
Event Start time	10:00	Event end time	14:00
Access required from	08:00	Vacate premises by	16:00

Organisation Name (if applicable)	Proud Melksham	
Responsible Person		
Contact Name		
Address		
Postcode		
Landline and Mobile number:		
Email address		
Second contact name & phone number	support@proudmelksham.com	

#### **BRIEF DESCRIPTION OF EVENT**

A summer fete style event, with stalls selling products, and encouraging people to bring a picnic, held in the park close to the cricketeers café.

Number of attendees	100
FIRST AIDER – name	No specific first aider, see application, first aid supplies at cricketeer café.
and contact details	

DOCUMENTS INCLUDED	Please tick to indicate the documents that you have attached with your application, or explain why they are not required	
Public Liability Insurance		yes
<b>Event management Plan (templ</b>	ate provided)	yes
Risk Assessment		Risks noted in event management plan
Food Hygiene Certificates		n/a not selling food
Gas safety certificate		n/a
PRL License for music		Any music would be the responsibility of musical performer if we find one.
Alcohol License		n/a
Entertainment license (TEN)		n/a
Any other documentation		n/a
Site Layout Plan		n/a



Please sign and return a completed form to Melksham Town Hall, Market Place, Melksham, SN12 6ES Please read the Terms & Conditions of Hire with this form. If you need further information or wish to discuss your requirements please Telephone 01225 709887 or email miriamzaccarelli@melksham-tc.gov.uk.

#### TERMS AND CONDITIONS OF HIRE FOR PUBLIC SPACES

#### 1 Interpretations

- a) The Council means Melksham Town council and officers authorised by them to perform any particular duty.
- b) The hall means the grounds owned or managed by the Council.
- c) Hirer means the person making an application on behalf of the organisation
- d) Contract of hire means the formal written particulars of an organisations use of the space and the rules and regulations contained therein, which shall be deemed to include these terms and conditions of hire.

#### 2. Event Mangement Plan

All Hirers are required to complete an event management plan. A template of the Council's EMP can be obtained from the Town Hall.

#### 3 Hirers Responsibilities

- b) Any decorating materials, and fixings, must be approved by the Town Council before application to any part of grounds, including tees, fences, railings etc. The Hirer will be liable for any extra costs involved in the cleaning or removal of any such materials. (See clause 8)
- c) No lighting effects or electrical equipment shall be introduced to the premises without the previous consent of the Town Council.
- d) The Hirer shall not bring or permit to be brought on to the premises any explosives, inflammable spirits or fireworks of any kind without permission nor without consent install any portable heaters of any type.
- f) The Hirer shall not without the prior written agreement of the Town Council use or permit to be used any naked lights any inflammable material, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves.
- h) The Hirer shall not use the premises for any purpose other than that described on the booking form.
- i) The Hirer does not have the right to assign or sublet any of its rights or liabilities under the contract of hire to any other person or persons.
- k) The Hirer shall be responsible for maintenance of good order and efficient supervision at the premises.
- 1) The Hirer shall keep all pathways, passages, entrances and exits unobstructed at all times.

#### 4 Bookings

- a) Applications for the hiring of premises must be made on the appropriate booking form available from Melksham Town Hall , Market Place, Melksham, SN12 6ES.
- b) Melksham Town Council reserves the right to refuse any bookings or to impose any special conditions or restrictions but subject to right of appeal to the Council.

#### 5 Charges

- a) Charges for the use of facilities shall be those determined by the Council, as outlined in the scale of charges. The Council reserves the right to alter charges without notice.
- b) Hirers will be charged the hire charge in force at the time of the EVENT not at the time of booking.



Cancellation

a) Should the Hirer wish to cancel their booking they will become liable for the appropriate charge as outlined in the accompanying scale of charges.

b) The Council reserves the right to cancel the use of any premises at any time and for whatever reason. All money paid in respect of the booking will be refunded. The Council will not be liable for any other expenditure or loss sustained, directly or indirectly by the Hirer or the organisation arising from the cancellation.

#### 7 Damage To or Loss of Property

The Council accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the park or any part thereof, by any organisation, or any member of any organisation or any individual.

#### 8 Damage Caused

- a) The Council reserves the right to demand a damage deposit, which shall be subject to appropriate deduction in the event of damage being caused to the park, equipment or vegetation.
- b) The Hirer shall pay the Council on demand, the amount of any damage (fair wear and tear excluded) caused to the park, by the Hirer or any person participating in an event at the invitation of the Hirer. The Town Council whose decision shall be final shall certify the amount.

#### 9 Indemnity

- a) The Hirer shall indemnify the Council in respect of the hirer's legal liability only for all claims, damages to or loss of property belonging to any person and for any personal injury to or the death of any person during the course of or in consequence of the hiring save insofar as the same arises out of any act, omission or negligence on the part of the council.
- c) The Hirer shall not play or permit to be played or perform any work which will infringe any copyright. Guidance on compliance with regulations may be sought from the Town Council.
- d) Whenever the function includes the public performance of any copyright work, the Hirer must secure from the appropriate persons or bodies the right to have such works performed or produced and must reimburse the Council all sums of money which the Council may have to pay in respect of such performance or by reason of any infringement of copyright occurring during the hiring.

#### 10 Insurance

The hirer is required to have adequate insurance cover for all planned activities on Council grounds and shall produce evidence of such cover to the Council.

#### 11 First Aid

The Hirer may be requested to provide suitable, qualified First Aid cover if deemed necessary by the type of activity undertaken.

#### 12 Catering

All caterers using Town Council property must be able to demonstrate, in advance of the hiring period, that they have a documented system of food safety management based on HACCP principles, as required by Regulation (EC) No.852/2004. Caterers unable to meet this stipulation will be refused entry to the premises.

Hirers will be held liable for any illness due to food poisoning as a result of catering arrangements made in connection with their booking.

#### 15 Sale of Goods

The Hirer shall comply with the code of conduct for occasional sales issued by the Council and appended to these conditions (if appropriate).



#### 16 Advertising

The Hirer shall not advertise or publicly announce any event to take place in the park without prior approval, in writing, of the Town Council.

#### 17 Gambling

No sweep stake, raffle or any other kind of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to Gambling, Betting and Lotteries and for which approval has been given by the Council in writing

#### 19 Animals

Any animals brought on to the site must be accompanied by a qualified animal handler and all animal waste removed.

#### 20 Vacation of Premises

The Hirer shall ensure that all members including Entertainment have vacated by the time on the booking form and the part or parts of the facility used are left in a tidy and orderly condition at the end of each period of use. The Council reserve the right to levy an additional cleaning charge should the premises be left in such a state as to necessitate additional cleaning.

#### 22 Licences

Details of the licensable activities authorised by Wiltshire Council and the times authorised for those activities are available from Wiltshire Council.

#### 24 Additional and Special Conditions

The Council reserves the right to impose additional conditions or to vary the conditions on any hiring provided that notice there of is given to the Hirer not less than 48 hours before the commencement of the function.

#### 25 Performing Rights Society

It is the responsibility of the hirer to ensure that all PRS returns, programme details and box office information should be forwarded to the Council no later than 7 days after the final performance. See www.prs.co.uk.

#### 26 Refuse Disposal

The Hirer is responsible for the disposal of refuse. It is incumbent upon the Hirer to remove refuse from the premises.

#### 27 Failure to Observe Conditions

If the Hirer shall fail to observe or perform or secure the due observances or performance by others of these Conditions, the Council may without notice forthwith cancel the hirer's booking and any rights of the Hirer shall thereupon cease. Such cancellation shall not release the Hirer from any of his obligations or affect any right to remedy which the Council may have and the Council shall be entitled to retain for their own use and benefit any moneys paid by way of deposit and to sue for any balance outstanding.



## **Certificate of Public Liability Insurance**

Name of Policyholder Proud Melksham

Business Type Social Group

Insurance Company Aviva Insurance Limited

Policy Number CHB00043

Date of Commencement of Insurance 01/08/2021

Date of Expiry of Insurance 31/07/2022

Type of Cover Public and Products Liability

£2,000,000 any one incident (or in total during any one

period of insurance in relation to Products Liability

Subject to the Terms, Conditions and Exceptions of the full Aviva Policy Wording

Signed on behalf of Aviva Insurance Limited (Authorised Insurers)

Limit of Indemnity

Authorised Signatory

Andy Briggs

Chief Executive Officer, UK Insurance



# MELKSHAM TOWN COUNCIL MEETING OF THE ASSET MANAGEMENT COMMITTEE 2 August 2021

Requests to use King George V Playing Fields and other play areas

#### Report of the Assistant to the Town Clerk

#### 1. Purpose of the report

The purpose of the report is to establish whether Melksham Town Council wishes to charge for the use of its parks and skate park by outside bodies.

#### 2. Background

Since the initial lockdown in March 2020 due to the Covid-19 pandemic, it has become apparent that an increasing number of outside bodies have begun to use the Council's parks, in particular King George V Park, with and without permission from the Council.

#### 3. Current Situation

The Town Council currently charges on an ad hoc basis.

A 'booking form' has been created for future bookings (Appendix One).

#### 4. Financial implications

The use of Council parks by outside bodies may, in some cases, necessitate additional cleaning and maintenance work by the Amenities Team. However, if charges are implemented, this will bring in additional income for the Council.

#### 5. Links to Town Council policies and core values

Good housekeeping and adherence to Health & Safety Regulations will further reduce any negative community or environmental implications.

#### 6. Risk assessment

Any outside groups wishing to use one of the Town Council's parks will need to provide a copy of their own risk assessment and details of their Public Liability Insurance before an agreement to hire the park to them is made. This minimises as far as reasonably possible risks to the Town Council and ensures compliance with bot penalty possible risks to the Town.

#### 7. Crime and disorder implications

There may be crime and disorder implications associated with the use of the Council's parks by outside groups. However, the adherence to risk assessments and Health and Safety legislation should mitigate this.

#### 8. Biodiversity considerations

Good working practices and adherence to Health & Safety regulations further reduce any impact on biodiversity.

#### 9. Safeguarding

Adherence to risk assessments prepared by the groups using the parks should mitigate any safeguarding issues.

#### 10. Considerations

- a. Do the Town Council wish to charge for the use of its parks/ skate park?
- b. Who do the Town Council wish to charge:
  - Local businesses who will receive income from using the park/s?
  - National businesses who will receive income from using the park/s?
  - Voluntary groups?
  - All sectors?
- c. Should a deposit be charged, which will be refunded if no damage is sustained? How much?
- d. What scale of charges does the Town Council wish to impose? (Appendix Two charges set by other local councils). It should be noted that other local councils, with the exception of one, were in the same state of flux as Melksham.

#### 11. Recommendations

To decide on the Town Council's charging approach regarding requests by businesses and voluntary groups to use the Town Council's parks, based on the considerations above.

To delegate authority to the Town Clerk to approve requests for use of the Town Council's parks without referral to the Asset Management and Amenities Committee based on the agreed charging structure.

#### 12. Contact

Patsy Clover – Assistant to the Town Clerk

Patsy.clover@melksham-tc.gov.uk

01225 704187



# MELKSHAM TOWN COUNCIL PARKS BOOKING FORM

PARK REQUESTED			
Date(s) of event			
Name of Event			
Event Start time		Event end time	
Access required from		Vacate premises by	
Overvisation Name			
Organisation Name			
Responsible Person Position in the organisation			
Contact Name			
Address			
Postcode			
Landline and Mobile number:			
Email address		<b>I</b>	
Second contact name & phone			
Brief Description of Event			
Please indicate which of the foll	owing categories	apply to your event:	
Charity		, ,	
Fund Raising			
Profit making			
Non-profit pooling			
Non-profit making			
Commercial			
Other (please give details asid	le)		
If your event will be supporting charity, which is it?	a		



Will you be charging an entrance fee?  If so, how much?  Will you be providing or selling food/drink?  Do you require vehicle access for the site? If so, how many vehicles do you anticipate being on site at any one time?  Note: Organisers must provide a marshal(s) on the entrance to the site during the time of the event to ensure that only authorised vehicles gain access.  Authorised vehicles must be provided with a pass that states the event name, date and registration number of the vehicle. Failure to do so will result in vehicles being asked to leave the site.  Please remember that only vehicles permitted onto site will be those:  • delivering and off-loading equipment/provisions/heavy items;  • assisting with the 'build up' and 'breakdown' of the show e.g. forklift trucks, hi-abs, etc. (n.b. no vehicles above 7.5 tonnes to be permitted without prior agreement)  • forming part of the emergency services  • forming part of a food vendors means of trading. All other vehicles must park away from the main event site  Will any vehicles remain on site overnight?  Permission must be obtained from the Town Council before allowing any vehicles to remain on site overnight.	Number of attendees expected	
Will you be providing or selling food/drink?  Do you require vehicle access for the site? If so, how many vehicles do you anticipate being on site at any one time?  Note: Organisers must provide a marshal(s) on the entrance to the site during the time of the event to ensure that only authorised vehicles gain access.  Authorised vehicles must be provided with a pass that states the event name, date and registration number of the vehicle. Failure to do so will result in vehicles being asked to leave the site.  Please remember that only vehicles permitted onto site will be those:  • delivering and off-loading equipment/provisions/heavy items;  • assisting with the 'build up' and 'breakdown' of the show e.g. forklift trucks, hi-abs, etc. (n.b. no vehicles above 7.5 tonnes to be permitted without prior agreement)  • forming part of the emergency services  • forming part of the communication arrangements  • forming part of a food vendors means of trading. All other vehicles must park away from the main event site  Will any vehicles remain on site overnight?  Permission must be obtained from the Town Council before allowing any vehicles to		
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Note: Organisers must provide a marshal(s) on the entrance to the site during the time of the event to ensure that only authorised vehicles gain access.  Authorised vehicles must be provided with a pass that states the event name, date and registration number of the vehicle. Failure to do so will result in vehicles being asked to leave the site.  Please remember that only vehicles permitted onto site will be those:  • delivering and off-loading equipment/provisions/heavy items;  • assisting with the 'build up' and 'breakdown' of the show e.g. forklift trucks, hi-abs, etc. (n.b. no vehicles above 7.5 tonnes to be permitted without prior agreement)  • forming part of the emergency services  • forming part of the communication arrangements  • forming part of a food vendors means of trading. All other vehicles must park away from the main event site  Will any vehicles remain on site overnight?  Permission must be obtained from the Town Council before allowing any vehicles to	Do you require vehicle access for the site?	
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Authorised vehicles must be provided with a pass that states the event name, date and registration number of the vehicle. Failure to do so will result in vehicles being asked to leave the site.  Please remember that only vehicles permitted onto site will be those:  • delivering and off-loading equipment/provisions/heavy items;  • assisting with the 'build up' and 'breakdown' of the show e.g. forklift trucks, hi-abs, etc. (n.b. no vehicles above 7.5 tonnes to be permitted without prior agreement)  • forming part of the emergency services  • forming part of the communication arrangements  • forming part of a food vendors means of trading. All other vehicles must park away from the main event site  Will any vehicles remain on site overnight?  Permission must be obtained from the Town Council before allowing any vehicles to	Note: Organisers must provide a marshal(s) on the entrance to the site during the time of the	e event to
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Will any vehicles remain on site overnight?  Permission must be obtained from the Town Council before allowing any vehicles to	• forming part of a food vendors means of trading. All other vehicles must park away from the	ne main
Permission must be obtained from the Town Council before allowing any vehicles to	event site	
	Will any vehicles remain on site overnight?	
remain on site overnight.	Permission must be obtained from the Town Council before allowing any vehicles to	
	remain on site overnight.	

Will you be using any temporary structures such as tents, stage, fences, marquee?			
If so, please provide details:			
If a marquee or similar structure is to b	e used, please provide the following information	on:	
Size			
Number and size of fire exits			
Confirmation that the marquee is			
flame retardant			
Emergency lighting			
Seating plan if appropriate			
Any cooking which may take place in			
or near the marquee			
Will you be using inflatable play equipment such as bouncy castle or inflatable slide?			
If yes, please enclose a copy of the fire-retardant certificate and written evidence that the			
equipment is being properly maintained, from PIPA or ADIPS.			
Are you planning to have fireworks?			
If yes, please provide the name of the pyrotechnic contractor and a copy of their risk			
assessment and Public Liability Insurance?			
Do you need a power supply?			



If yes please provide details of how it will be supplied					
Will you be using liquid propa	ane gas to fuel gas	aı	ppliances such as stoves or BBQs?		
If yes, please supply a copy of the		•	• •		
			a noise disturbance to residents or		
businesses in the near vicinity					
If yes, please outline what steps	=	nin	imise noise.		
Will your event have any forr	n of funfair ride?				
If yes, please supply risk assessm	ents and safety cert	ific	cates from the supplier.		
Are there any activities or eq	uipment that coul	d (	cause damage to the site – grassed		
areas, hard surfaces, hedges,	pavements, trees,	, fo	oliage.		
If yes, what measures will you ta	ke to reduce the risk	< o	of damage and how do you intend to		
return the site to its pre-hire cor	idition.				
What means are being provide	led for firefighting	?			
Please include locations of fire p	oints, details of extir	ngı	uishers to be provided etc.		
Are there any portable toilets	being provided?				
If so, how many and at what loca	ation?				
Who is responsible for Health	and Safety				
for the event?					
Contact details					
Who is the first aider for the event?					
Contact details					
			_		
<b>DOCUMENTS INCLUDED</b> Please tick to indicate the documents that you have attached with					
your application, or explain if they are not required					
Public Liability Insurance of at least £5,000,000					
Event management Plan (template provided)					
Risk Assessments for all activities					
Food Hygiene Certificates					

Gas safety certificate
PRL License for music

**Entertainment licence (TEN)** 

**Alcohol License** 



Street Trading Licence	
Street Collection Permit	
Lottery Registration	
Road Closure Order	
Marquee Fire safety certificate	
Inflatable Equipment safety certificate	
Any other documentation	
Site Layout Plan	

Charge for event if applicable	£	Date of payment	

The Town Council can help with the promotion of your event, by sharing it on our Facebook and Twitter pages. Please contact the council on 01225 704187 who can help you.

DECLARATION	
I, on behalf of confirm that the information given in this application is to provide any documentation requested or my event may understood and agree to the terms and conditions enclos applied, I agree to pay said charge promptly without del that should I be found to have falsified any information to send proof of public liability insurance to the value of application or at least 14 days before the date of my even	y not proceed. I have read, osed. Where a charge has been lay prior to the event. I understand my event may be cancelled. I agree f at least £5,000,000 either with this
Signature Da	Pate

Please sign and return a completed form to Melksham Town Hall, Market Place, Melksham, SN12 6ES.

Please read the Terms & Conditions of Hire with this form. If you need further information or wish to discuss your requirements, please

Telephone 01225 709887 or email townhall@melksham-tc.gov.uk.



### TERMS AND CONDITIONS OF HIRE FOR PUBLIC SPACES

### 1 Interpretations

- a) The Council means Melksham Town council and officers authorised by them to perform any particular duty.
- b) The hall means the grounds owned or managed by the Council.
- c) Hirer means the person making an application on behalf of the organisation
- d) Contract of hire means the formal written particulars of an organisations use of the space and the rules and regulations contained therein, which shall be deemed to include these terms and conditions of hire.

### 2. Event Mangement Plan

All Hirers are required to complete an event management plan. A template of the Council's EMP can be obtained from the Town Hall.

### 3 Hirers Responsibilities

- b) Any decorating materials, and fixings, must be approved by the Town Council before application to any part of grounds, including tees, fences, railings etc. The Hirer will be liable for any extra costs involved in the cleaning or removal of any such materials. (See clause 8)
- c) No lighting effects or electrical equipment shall be introduced to the premises without the previous consent of the Town Council.
- d) The Hirer shall not bring or permit to be brought on to the premises any explosives, inflammable spirits or fireworks of any kind without permission nor without consent install any portable heaters of any type.
- f) The Hirer shall not without the prior written agreement of the Town Council use or permit to be used any naked lights any inflammable material, decorations or scenery on the premises and shall not allow any act or performance to take place on the premises which might endanger persons on the premises or the premises themselves.
- h) The Hirer shall not use the premises for any purpose other than that described on the booking form.
- i) The Hirer does not have the right to assign or sublet any of its rights or liabilities under the contract of hire to any other person or persons.
- k) The Hirer shall be responsible for maintenance of good order and efficient supervision at the premises.
- 1) The Hirer shall keep all pathways, passages, entrances and exits unobstructed at all times.

### 4 Bookings

- a) Applications for the hiring of premises must be made on the appropriate booking form available from Melksham Town Hall, Market Place, Melksham, SN12 6ES.
- b) Melksham Town Council reserves the right to refuse any bookings or to impose any special conditions or restrictions but subject to right of appeal to the Council.

### 5 Charges

- a) Charges for the use of facilities shall be those determined by the Council, as outlined in the scale of charges. The Council reserves the right to alter charges without notice.
- b) Hirers will be charged the hire charge in force at the time of the EVENT not at the time of booking.

I

### 6 Cancellation

a) Should the Hirer wish to cancel their booking they will become liable for the appropriate charge as outlined in the accompanying scale of charges.

b) The Council reserves the right to cancel the use of any premises at any time and for whatever reason. All money paid in respect of the booking will be refunded. The Council will not be liable



for any other expenditure or loss sustained, directly or indirectly by the Hirer or the organisation arising from the cancellation.

### 7 Damage To or Loss of Property

The Council accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the park or any part thereof, by any organisation, or any member of any organisation or any individual.

### 8 Damage Caused

- a) The Council reserves the right to demand a damage deposit, which shall be subject to appropriate deduction in the event of damage being caused to the park, equipment or vegetation.
- b) The Hirer shall pay the Council on demand, the amount of any damage (fair wear and tear excluded) caused to the park, by the Hirer or any person participating in an event at the invitation of the Hirer. The Town Council whose decision shall be final shall certify the amount.

### 9 Indemnity

- a) The Hirer shall indemnify the Council in respect of the hirer's legal liability only for all claims, damages to or loss of property belonging to any person and for any personal injury to or the death of any person during the course of or in consequence of the hiring save insofar as the same arises out of any act, omission or negligence on the part of the council.
- c) The Hirer shall not play or permit to be played or perform any work which will infringe any copyright. Guidance on compliance with regulations may be sought from the Town Council.
- d) Whenever the function includes the public performance of any copyright work, the Hirer must secure from the appropriate persons or bodies the right to have such works performed or produced and must reimburse the Council all sums of money which the Council may have to pay in respect of such performance or by reason of any infringement of copyright occurring during the hiring.

### 10 Insurance

The hirer is required to have adequate insurance cover for all planned activities on Council grounds and shall produce evidence of such cover to the Council.

### 11 First Aid

The Hirer may be requested to provide suitable, qualified First Aid cover if deemed necessary by the type of activity undertaken.

### 12 Catering

All caterers using Town Council property must be able to demonstrate, in advance of the hiring period, that they have a documented system of food safety management based on HACCP principles, as required by Regulation (EC) No.852/2004. Caterers unable to meet this stipulation will be refused entry to the premises.

Hirers will be held liable for any illness due to food poisoning as a result of catering arrangements made in connection with their booking.

### 15 Sale of Goods

The Hirer shall comply with the code of conduct for occasional sales issued by the Council and appended to these conditions (if appropriate).

### 16 Advertising

The Hirer shall not advertise or publicly announce any event to take place in the park without prior approval, in writing, of the Town Council.



### 17 Gambling

No sweep stake, raffle or any other kind of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to Gambling, Betting and Lotteries and for which approval has been given by the Council in writing

### 19 Animals

Any animals brought on to the site must be accompanied by a qualified animal handler and all animal waste removed.

### 20 Vacation of Premises

The Hirer shall ensure that all members including Entertainment have vacated by the time on the booking form and the part or parts of the facility used are left in a tidy and orderly condition at the end of each period of use. The Council reserve the right to levy an additional cleaning charge should the premises be left in such a state as to necessitate additional cleaning.

### 22 Licences

Details of the licensable activities authorised by Wiltshire Council and the times authorised for those activities are available from Wiltshire Council.

### 24 Additional and Special Conditions

The Council reserves the right to impose additional conditions or to vary the conditions on any hiring provided that notice there of is given to the Hirer not less than 48 hours before the commencement of the function.

### 25 Performing Rights Society

It is the responsibility of the hirer to ensure that all PRS returns, programme details and box office information should be forwarded to the Council no later than 7 days after the final performance. See www.prs.co.uk.

### **26** Refuse Disposal

The Hirer is responsible for the disposal of refuse. It is incumbent upon the Hirer to remove refuse from the premises.

### 27 Failure to Observe Conditions

If the Hirer shall fail to observe or perform or secure the due observances or performance by others of these Conditions, the Council may without notice forthwith cancel the hirer's booking and any rights of the Hirer shall thereupon cease. Such cancellation shall not release the Hirer from any of his obligations or affect any right to remedy which the Council may have and the Council shall be entitled to retain for their own use and benefit any moneys paid by way of deposit and to sue for any balance outstanding.



## Appendix Two – Charges for use of council parks per other councils

Council	Admin. Fee	Annual	Deposit	Funfair/	Funfair/	Day rate
		Licence Fee	(refundable)	circus set-	circus	
				up	operational	
Α		50.00				30.00
В	30.00			100.00	266.40	
С			100.00	105.00	210.00	Event
						dependent
D – no						
charges						
E						220.00
F						13.25
						Charities
						127.50
						Businesses



# Agenda Item 6



### **MELKSHAM TOWN COUNCIL**

# Asset Management & Amenities Committee 19<sup>th</sup> July 2021

**Report: Market Place Toilets** 

### 1 BACKGROUND

The Market Place toilets were closed for a period during the start of the pandemic and reopened before the Amenities Manager started. They have never been particularly clean and despite chasing Idverde for an SLA (which is ongoing), it has not been forthcoming. The cleaning of the toilets costs around £500 p.c.m.

### 2 UPDATE

The Amenities Manager has been in touch with local Idverde Managers to discuss the cleaning regime and there has been a small improvement but its far from where we want to be with drug users and rough sleepers frequenting the toilets on a daily basis. This is even during daylight hours and has led to "accidents" which result in closure of the facilities. Most of the antisocial acts and drug use are during the evening however when the town is quieter, and participants can carry out their activities uninterrupted and with impunity. There is an automatic locking mechanism which shuts the toilets at midnight unless the door is propped open. Idverde have been tasked to clean out the service corridor and drainage gullies behind the facility and MTC staff will endeavour to return the integral jet wash unit to a serviceable condition which will improve cleaning operations.

### 3 RECOMMENDATION

- a) The toilets should close at 7pm, similar to other towns in the vicinity to reduce the vandalism and drug use.
- b) A tender should be offered out to alternative local contractors on a competitive basis to test the market and evaluate what could be delivered for the budget.
- c) An ultimate target would be to enter the Loo of the Year award in 2022.

### 4 CONTACT

Hugh Davies
Amenities Manager
hugh.davies@melksham-tc.gov.uk
07508 709520



# Agenda Item 6.1



### **MELKSHAM TOWN COUNCIL**

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### 4 CONTACT

Hugh Davies
Amenities Manager
hugh.davies@melksham-tc.gov.uk
07508 709520



- 1. **Name of Group:** Wiltshire Museum (Wiltshire Archaeological and Natural History Society)
- 2. Reason for interest: Our Museum's official collecting area includes Melksham. We have fabulous artefacts, documents and photos about Melksham and surrounding villages as our official collecting area includes Melksham. We would like to share copies and information about some of them, and about ourselves with people in Melksham. We know we are still often seen as 'the Devizes Museum' and we would like to start to change that.
- 3. Which telephone box you are interested in: Don't mind
- 4. What you would like to do with it: We thinking of printing off some of the photos, paintings, maps and images of artefacts connected with Melksham and displaying the in a creative way e.g. acetate print outs stuck on the window panes so it looks like stained glass windows. Information about us and the events and activities local people can join in with. Ideas still forming but will be visual and creative. We would like to have an element for children we might create masks that they can put on of historic characters which could be a selfie opportunity etc instead of Superman coming out of the telephone box it might be Viking!
- 5. **Materials you plan to use:** Acetate printouts, paper, still working it out but we would use our expertise in exhibition creation to ensure all materials are robust, sustainable and we would attach to the telephone box with materials that will remove easily and not leave marks.
- 6. How you will fund your idea: We will fund it ourselves
- 7. Who will create it: We will create it inhouse we will see if our Young People's panel and Children's groups would like to help and would be delighted to work with a Melksham based group, if you could suggest one (e.g. youth groups, Alzheimer's support).
- 8. **How long you would like it for:** Flexible 3 weeks would suit the materials involved this also depends on time of year and how weather impacts. But, we will plan when we know if we have a space.
- 9. Any benefit to the community that your project will provide: Information about Melksham's vibrant community in the past. Insight into the local area. Great talking points for residents both in person and online (Historic Melksham FB). Spreading the word that we are a great museum on the Melksham doorstep and that we collect for you.
- 10. **Anything else you would like to say about your idea:** Think this is a great idea. Thank you.



### **MELKSHAM TOWN COUNCIL**

# MEETING OF THE ASSET MANAGEMENT AND AMENITIES COMMITTEE 02/08/2021

### Safeguarding in the Garden Sharing Scheme

### **Report of the Community Development Officer**

### 1. Purpose of the report

This report is to establish safeguarding for the garden sharing scheme that was approved at the meeting of the Asset Management and Amenities Committee on 21 June 2021

### 2. Background

On 21 June 2021, it was resolved to instruct staff to promote and develop a garden sharing scheme in Melksham in collaboration with Lend and Tend. While the Lend and Tend scheme is already set up as a national open-source service, in order to promote it in Melksham, the safeguarding implications of both lenders and tenders of gardens needs to be considered.

### 3. Current Situation

A telephone meeting has taken place with the founder of Lend and Tend, Joyce Veheary, and the Community Development Officer. Joyce explained that when a person offers their garden through the Lend and Tend system, she personally matches them to someone local who would like use of a garden. An initial meeting is set up on Zoom, so that both people can 'meet' and decide whether the relationship is suitable. This relationship is established on trust, and after the match has been made, the two people arrange the details between themselves to set up the garden sharing.

In order to add an additional level of safeguarding to the process, Melksham Town Council could request that all participants in Melksham who sign up to the scheme adhere to the risk assessment attached to this report.

Additionally, participants could be requested to be DBS checked.

### 4. Financial implications

There is no cost to participate, except a suggested donation of £12.99 to Lend and Tend.

If DBS checks were introduced, the cost would be £23 per participant.

### 5. Links to Town Council policies and core values

**Environment** – this scheme clearly supports environmental responsibility, by encouraging people to cultivate plants and making use of areas that are not being maintained.

**People and community** – Lend and Tend links people together, creates relationships and enhances a sense of community.

**Leisure and recreation** – gardening is an important source of mental and physical exercise that has great health and social benefits.

### 6. Risk assessment

A draft risk assessment is included in Appendix A.

### 7. Crime and disorder implications

The scope for crime and disorder in this scheme is limited to possible damage or theft of the Lender's property. Lenders are asked to be responsible for their equipment and property and any tools shared are done so on the basis of trust between the lender and tender.

### 8. Biodiversity considerations

The scheme encourages horticultural responsibility which can include creating environments suitable for pollinators and other wildlife, as well as diversity of plants.

### 9. Safeguarding

Safeguarding is included in the risk assessment in Appendix A.

### 10. Recommendations

That the attached risk assessment be adopted and suggested to be part of the requirement to participate in the Lend and Tend scheme in Melksham.



## Appendix A – RISK ASSESSMENT FOR GARDEN SHARING SCHEME

Area: GARDEN SHARING Date assessed: July 2020 By: Miriam Zaccarelli

Activity	Potential hazard	To who	Level of Risk	Proposed Control Measures	By who	Resultant Risk
Garden sharing	Transmission of Covid 19 due to close proximity to each other	Lenders/ tenders	M	Do not take part in garden sharing if you feel unwell or have any symptoms of coronavirus. Masks to be used if adequate distance can't be kept in the garden. Avoid contacting eyes, nose, and mouth with hands.	Lenders/ tenders	L
Provision for rest breaks / toilets	Transmission of Covid 19 due to contamination	Lenders/ tenders	M	Tenders asked to use their own facilities at home. Where lenders are happy to provide toilets, handwashing/sanitising facilities are also to be provided	Lenders	L
Refreshments	Transmission of Covid 19 due to contamination	Lenders/ tenders	M	Tenders asked to use their own facilities at home. Where lenders are happy to provide refreshments, clean utensils and handwashing facilities/sanitiser to be provided	Lenders	L
Sharing tools	Transmission of Covid 19 due to contamination	Lenders/ tenders	M	Hand sanitiser to be used and tool handles to be wiped with antibacterial wipes before and after each use.	Lenders/ tenders	L
Using tools	Injury	Tenders	M	Use tools correctly with care. Report any faulty or broken tools to the Lender. Do not use tools in close proximity to other people. Wear gardening gloves	Tender	L
Being in unfamiliar setting	Trips, falls	Tender	M	Lender to explain any hazards such as low hanging branches, wires, trip hazards etc.	Lender	L

Activity	Potential hazard	To who	Level	Proposed Control	By who	Resultant
			of Risk	Measures		risk
			H/M/L			H/M/L
Being outdoors	Weather related injury	Lender	Н	Wear sunscreen and/or hat in strong sun. Wear waterproof clothes and shoes in wet weather.	Tender	L
Dealing with animals	Bites/scratches	Tender	М	Ask lenders to control their animals when the tender is there.	Lender	L
Post gardening cleaning	Transmission of Covid 19 due to contamination of home	Tender	M	Tender to wash hands on return home, change and wash clothes if there has been contact.	Tender	L
Travel	Contamination of car	Tender	M	Use antibacterial wipes to sanitise car contact points – handles, seatbelts, steering wheel.	Tender	L
Safeguarding	Children or vulnerable adults being exploited or abused.	Lender/ tender	M	When the Lend and Tend organiser, Joyce Veheary, sets up a match, she will check that both lender and tender feel safe with the person they are paired with, and only then will contact details be shared.  All participants will be given a copy of the Town Council's safeguarding policy and the Town Council number to call in case of any safeguarding concerns.  A DBS check will be required for both lender and Tender.	Lender/ tender	L
Personal Data	Sharing of personal data	Lender/ tender	М	Both asked to maintain confidentiality and not share each other's contact details with anyone else without permission.	Lender/ tender	L

### Notes of the meeting of the Melksham Town Council Parks Working Group

Held on Tuesday 20 July 2021 At 7.00 pm via Zoom

### Attending:

Councillor Colin Goodhind
Councillor Jon Hubbard
Councillor Sue Mortimer
Linda Roberts, Clerk
Hugh Davies, Amenities Manager
Miriam Zaccarelli, Community Development Officer

### 1. Membership of Working Group

Since not all members were present, the appointment of a Chair and Vice Chair of the Working Group was deferred. For this meeting, it was proposed by Councillor Hubbard, seconded by Councillor Mortimer and unanimously resolved that Councillor Goodhind be appointed as interim chair until the committee's next meeting.

### 2. Apologies

Apologies were received from Councillor Saffi Rabey.

### 3. Declaration of Interest

There were no declarations of interest.

### 4. Terms of Reference (Pages 1 - 2)

It was proposed by Councillor Hubbard, seconded by Councillor Goodhind and unanimously resolved that the Working Group adopt the Terms of Reference for the Parks Working Group, which will be forwarded for approval at the Asset Management and Amenities Committee meeting to be held on 2 August 2021.

### 5. Other Models of 'Friends Of' Groups

No models of other 'Friends Of' groups had been researched for consideration by the Working Group. The Clerk will speak to other clerks and all members of the group will look into examples of other areas where 'Friends Of' groups have been successful.

### 6. Establishing Community Pride Teams

Councillor Hubbard summarised his thoughts on establishing a network of Community Pride Teams for the parks and play areas in Melksham that are managed by Melksham Town Council.

- The overall idea is to generate community engagement in all parks and play areas across Melksham.
- There would be a series of teams, one of each play area/space.
- Each play area would be allocated one amenities staff team member, with something like half a day per week for dedicated maintenance and to work with the local community.
- These days could include coordinating litter picks, painting fences or other improvement projects that residents can get involved in.
- There could be a monthly/quarterly award for the team with the best kept area, providing a competitive source of motivation for residents and staff.

The Amenities Manager cautioned the need to be realistic with existing resources and Councillor Hubbard explained that the vision is an ambition for the future to work towards.

The Clerk suggested that one way to start would be showcasing and celebrating the existing community groups that take responsibility for their play areas, without taking over the good work that is already taking place.

It was agreed that it is important to listen to groups and learn from them before making any suggestions.

A survey can be created to ascertain what inspired the groups to set up, what they have learned, and how to develop a group to take pride in a community space.

Meanwhile, the Amenities team can consider a realistic approach to coordinating the groups and what additional resource might be required for a future scheme.

The Clerk and Community Development Officer will consider ways to approach groups and carry out research into existing schemes.

### 7. Research Findings and Recommendations

Staff will carry out research and community engagement to compile a report to be brought back to Council for consideration. It is likely to be several weeks before a meaningful report can be brought back to the Asset Management and Amenities Committee for consideration.