

**EXTRAORDINARY MEETING OF
BUERTON PARISH COUNCIL**

1st September 2023

Commenced: 8.15 pm

Terminated: 9.15 pm

**Present: Councillors A Baddley (Chair)
N Bonell, G Farrealey, and I Shaw**

Apologies for Absence: Councillor K Mort

Also in attendance were 9 Members of the Public.

1. WELCOME

The Chair welcomed the Members of the Public for taking their time to attend this Extraordinary Meeting. Councillor Baddley introduced herself and the Parish Councillors.

2. APOLOGIES FOR ABSENCE

Councillor Mort submitted his apologies for absence.

3. URGENT ITEMS

The Chair reported that she had called this Extraordinary Meeting of Buerton Parish Council as the following items of business required consideration as a matter of urgency, due to time constraints.

The Chair referred to a number of recent misleading comments that had been the cause of discussions and some discontent on social media relating to the terms and conditions for the hire of Buerton Playing Field, and she read a statement relating to the comments and discussions that had taken place [Appendix 1 to these Minutes refers].

4. DECLARATIONS OF INTEREST

There were no declarations of interest received from Members of the Parish Council.

5. BUERTON PLAYING FIELD HIRE

RESOLVED

- (i) That the revised Terms and Conditions for the Hire of Buerton Playing Field, as detailed in Appendix 2 to these Minutes be approved;**
- (ii) That consideration be given to the feasibility of establishing a Working Group to make recommendations to the Parish Council relating to Parish events, fund raising, general Parish maintenance.**

6. AUDLEM HALL PLANNING APPLICATION

Councillor Farrealey circulated a number of reports relating to a planning application for a change of use of the caretakers flat at Audlem Hall.

RESOLVED

- (i) That the Parish Council supports the application.**
- (ii) That Councillor Farrealey to report back the decision of Buerton Parish Council to the Audlem Public Hall Management Committee.**

Buerton Parish Council Extraordinary Meeting 1st September 2023**Chairman briefing of events for calling of the extraordinary meeting.****Chair Aljeana Baddley - Buerton Parish Councillor**

The extraordinary meeting has been called due to amendments needed to the Buerton Parish councils playing field contract of hire to enable Buerton Community Events committee (BEC) to meet hire conditions.

These amendments could not wait until the next general meeting of the Parish council in October due to a pending event planned by BEC in September.

Since the meeting had been called there has been various post on social media by residents of Buerton creating conflicting information over why & how we the parish council handle the playing field as a public asset and for events. Comparisons have been made with Audlem parish council & how & why they can have a variety of events yet Buerton parish council seem to impose unnecessary restrictions.

This situation needs to be explained but not via social media so I will take this opportunity to clarify why & why not Buerton is different to Audlem in arranging events & access to public assets.

The key to how each Parish council runs is very much down to what assets that they actually have this can be in the form of physical buildings or land amenities.

Buerton has land assets being the playing field & a parcel of agriculture land

Audlem has assets via land being the Turnpike field & I believe the Audlem hall. My understanding is that they do not have the football pitches & carpark as they belong to Cheshire East.

Why does that make a difference when it comes to events ?

Building or land that is on the Parish council asset list is for that parish council to insure, manage & hire out if deemed suitable

Buildings or land not on the parish council asset list does not have these requirements as they are not under the parish council control & are hired from another provider being such as Cheshire East.

How is Audlem different to Buerton ?

Parish councils can have working groups under their umbrella these groups can be divided into sub groups to spread the work load of activities or events that the parish council wish to arrange.

All these groups have councillors & members of the public on them all report via meetings back to the parish council, all finances are via the parish council. All activities

& events arranged & run by these working groups are covered by the parish council insurance.

Buerton parish council does not have a working group but this is something we wish to do.

Audlem parish council do have working party groups they have a Turnpike field working group & sub committees this group runs all the booking for events to be held on Turnpike field along with requests for additional parking & camping some of these events are not organised by them so are a third party hire situation.

Audlem has 2 other organisations running activities in and around Audlem

If we focus on ASET & ADAS to compare to Buerton & BEC

ADAS – a membership funded group looking at flowers, general tidying & some events in Audlem this is not a Parish council run group. So they are treated as a third party if they wish to hire the parish land Turnpike field

ASET – Is a non for profit group arranging events in Audlem they are not an Audlem parish council run group

ASET – Will hire the football pitches & the main carpark from APC/CE, they will have to meet APC/CE hire conditions for insurance they are also expected to ensure any traders or performer also have the correct insurance & risk assessments in place they will all need to fill in a contract of hire.

ASET – Will also hire the field for parking & camping from Turnpike Field working group again they will have to have the correct insurance in place & risk assessment as per the condition of hire. This can be viewed online.

ASET – In most occasions is not hiring Parish assets but when they are as they are not a Parish run working group so they are classed as a third party hire & will be required to meet insurance & hire conditions.

BEC – Is not part of a working group within Buerton Parish council so there fore are a third party when requesting to hire the playing field for events.

BEC - Then have to comply with our insurers request 5 million minimum cover for public liability exactly the same conditions if hiring from Audlem Parish council

This brings us to the need to review our hire form reducing the insurance cover to 5 million & some wording.

HIRE/USE OF BUERTON PLAYING FIELD

1. TERMS AND CONDITIONS

Responsibility of the Hirer

(i) Legislation and Regulations

The Hirer is responsible for applying for and complying with any legislation, regulations and local authority or other requirements and for obtaining any licences or permissions or other approvals or consents applicable to the hire of the Playing Field including, without limitation, where relevant.

If any licences are required then the Hirer must provide the Clerk to the Parish Council with copies prior to the event. Should they not do so then access to the Playing Field will be prohibited.

The Hirer is also responsible for:

(ii) Insurance and Risk Assessment

- Obtaining appropriate insurance for themselves and their guests (or members of the public) and vehicles throughout the period of hire. It is considered insurance for public liability in the sum of £5,000,000 to be sufficient. Completing a thorough and appropriate Risk Assessment

(A copy of the insurance document, and the Risk Assessment, must be sent to the Clerk to the Parish Council prior to the commencement of the Hire Term)

(iii) General

- The safe use of the Playing Field including the provision of attendants on the playing field when the bollards are not secured.
- Maintaining the security of the Playing Field during the period of the hire term and securing the bollards when the hirer or those associated with the hire are not present in the Playing Field and on hire termination.
- The collection and appropriate disposal off site of all rubbish associated with their period of hire.
- If the purpose of the hire is for vehicle parking, then the hirer must supervise vehicles during arriving & exiting the Playing Field.
- In the event of third party trespass occurring during the hire term or should the Hirer not ensure the bollards are locked at the end of the hire term, the Hirer agrees to indemnify the Parish Council for any such costs or expenses incurred in the third-party eviction including clearing the Playing Field of anything left by the third party.
- Providing appropriate firefighting equipment.
- Reporting to the Clerk to Parish Council with 48 hours of the occurrence, of any accidents or injury involving persons or their vehicles or damage to any property including any damage caused to the Playing Field through the access, egress and manoeuvring of vehicles during the term of hire.
- The Hirer shall report any damage caused during the term of hire to the Clerk to the Parish Council and shall be liable for reimbursing the Parish Council for the cost of making good such damage however caused and agrees to indemnify the Parish Council for any such costs, expenses or damages incurred including any damage caused to the trees, hedges, fences and gate during the term of hire.
- If music is involved then the Hirer must obtain an appropriate Music Licence. If the function extends past 10.00 pm the Hirer must also obtain written agreement to the hire together with the aforementioned Music Licence.

NO VEHICLE MOVEMENTS ARE PERMITTED ON THE PLAYING FIELD UNLESS AGREED IN WRITING FROM THE PARISH COUNCIL

THE PLAYING FIELD IS AVAILABLE FOR HIRE TO ONLY THOSE WHO ARE RESIDENT OR WHO WERE BORN AND THEIR PARENTS STILL LIVE, WITHIN THE PARISH BOUNDARIES.

(v) Indemnity

The Hirer shall indemnify the Parish Council against any liability arising from the failure of the Hirer to comply with any conditions listed above including without limitation those relating to the playing of music or sale and or consumption of alcohol whether by act omission or default and whether knowingly or unknowingly.

The Hirer shall ensure the good conduct and safety of those using the Playing Field for the duration of the hire term and of their access and egress to and from the Playing Field and deal appropriately with any complaint made including allowing access by any police officer or the representative of the Parish Council and if required shall close any hiring not properly conducted.

(vi) Safeguarding

The Hirer must ensure that adequate consideration is given to ensuring the safeguarding of children and vulnerable adults, at the venue, during the period of hire. Evidence of this may be requested by the Parish Council, the County Council or other official bodies, at any time.

Date of Hire/Use: From _____ to _____

Time of Hire _____

Purpose of Hire: _____
.....

Anticipated number of people attending: _____

Approved by Buerton Parish Council on (date).....

I confirm that I have read and understood the Terms and Conditions

Signed by Person Responsible for Hire (the Hirer):

.....Date

On behalf of:

2. BUERTON PLAYING FIELD HEALTH AND SAFETY POLICY

(i) Responsibilities

Hirers should be aware of and give thought to their responsibilities for the safety of people attending their activity.

A responsible person should be alert to take control should an emergency situation require action.

(ii) Accidents and incidents

Particulars of any accident or incident occurring during occupation of the Playing Field which did or could give rise to an injury must be recorded as soon as possible after the accident or injury. The report must include:

1. Name, address and telephone number of persons injured
2. Exact time and place of the occurrence
3. Detailed description of the accident or incident, including a description of any apparatus or equipment involved
4. Name, address and telephone number of any witness(es) to the accident Signed witness statements should be obtained, if possible.

Accidents and incidents, or any untoward event, should be reported to the Clerk to the Parish Council in accordance with the term and conditions relating to the hire of the Playing Field within 24 hours.

Date of Hire/Use: From _____ to _____

Time of Hire _____

Purpose of Hire: _____

Anticipated number of people attending: _____

Approved by Buerton Parish Council on (date).....

I confirm that I have read and understood the Health and Safety Policy.

Signed by Person Responsible for Hire (the Hirer):

.....Date

On behalf of: