



Broadbridge Heath Parish Council

OPEN SPACES USE POLICY

GENERAL CONDITIONS OF USE

Adopted by Full Council – 01/07/2024

For review – 05/2025

1. Purpose

The purpose of this policy is to set out how Broadbridge Heath Parish Council regulates the use of its open spaces for the benefit of all parties and the community.

2. Scope

The policy covers recreational spaces managed by BBHPC.

Currently these are:

- The Common
- Charrington Way

(Future parcels of land acquisition in Wickhurst Green may be added to this list)

3. Objectives

To encourage the use of the parish open spaces whilst ensuring the safety of users and maintaining the beauty, tidiness, and utility of the facilities.

4. General Rules

4.1 Recreational open spaces within BBH Parish that are managed by BBHPC are accessible to the public for community outdoor use.

4.3 The community spaces are valued and will be maintained and enhanced where possible.

4.3 By laws where available for any open space will be adhered to.

4.4 Hire fees may be charged, and fees should be payable for hirers charging for activities, all at the discretion of the council. (Fee schedule to be confirmed).

4.5 Open spaces remain public areas and cannot be cordoned off for private events unless by prior arrangement and agreement by the Parish Council.

4.6 Persons under the age of 18 years are not permitted to request use of an open space.

4.7 Dog fouling and litter must be placed in the bins provided, or if it cannot be accommodated in the bins, must be removed.

4.8 The flying of drones from parish open spaces is not permitted.

4.9 Fires, including BBQ's, are not permitted.

4.10 Metal detecting is not permitted, without prior arrangement and agreement by the Parish Council.

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5. Regular/Business Use/ or one-off Events

5.1 Residents or organisations wishing to use an open space on a regular basis will inform the Parish Council of the dates, times, period of use and complete an Open Space Request Form. This includes offering exercise classes (paid or unpaid) and bringing together groups for activities such as sports training for children and adults.

5.2 A risk assessment should be completed for any activities and a copy will be requested with the form.

5.3 No equipment or facilities provided by the Council should be used for anything other than its intended purpose. e.g. play equipment.

5.4 Organisations must provide a copy of their Public Liability Insurance Certificate showing cover to the value of 5M.

5.5 Changes to agreed use must be made by request to the Parish Council. Regular use will be monitored.

5.6. No part of the open space is to be used for any unlawful purpose or in any unlawful way.

6. Supervision

6.1 During the Period of the Hiring the Hirer is to be responsible for:

- (a) the efficient supervision of the Open Space including (without prejudice to the generality of the above):
 - (i) the effective control of children
 - (ii) the orderly and safe vacation of the Open Space in case of emergency
- (b) the safety of the Open Space
- (c) the preservation of good order and decency in the Open Space

6.2 The Hirer is to provide such number of competent stewards and attendants as applicable to their risk assessment to secure compliance with the above requirements.

7. Expiration of Period of Hiring

7.1 At the expiration of the period of the Hiring, the Hirer is to leave the Open Space in a clean and orderly state, free of litter and (but without prejudice to the generality of the above) the Hirer is to remove all equipment previously brought in by, or on behalf of, the Hirer.

7.2 Hirers are requested to pay special attention to any small/residual items, e.g., nuts and bolts that could damage equipment such as lawn mowers.

8. Individual Open Spaces

Due to the nature of the Parish Council's open space locations and facilities, some requests may be declined but an alternative location may be offered.

9. Public liability insurance

The Hirer is to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against third party risks for a sum of not less than **£5,000,000 (Five Million Pounds)**. Proof of this cover will be required to be submitted to the council to support the Open Space request form.

10. Further exclusions of liability

10.1 The Council will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Open Space to be temporarily closed or the Hiring to be interrupted or cancelled

10.2 The Council gives no warranty that the Open Space is legally or physically fit for any specific purpose.

11. Nuisance

The Hirer shall not do anything or suffer or permit any person attending the Open Space to do anything likely to cause annoyance or to be a nuisance to neighbouring occupiers.

12. Cancellation

Cancellation by Hirer

12.1 If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Council notice to that effect.

Cancellation by Council

12.2 The Council may cancel the Hiring if the Open Space is rendered unusable by any such event as is mentioned in Condition 10.1.

12.3 If the Hiring is cancelled for any such reason as is mentioned in Condition 10.1 the Council will give to the Hirer the maximum practicable notice and refund the Fee (if applicable) but will not otherwise be liable to the Hirer.

13. Breach by the Hirer

Should the Hirer fail to observe and perform any of these conditions and any appeal conditions the Council reserves the right to:

- a. Charge and recover from the Hirer any expenses incurred by the Council in remedying such failure including the employment of such agents as may be appropriate; and
- b. Cancel the Hiring of the Open Space by the Hirer forthwith without incurring any liability to the Hirer for the return of any fee or otherwise.

14. Statutory requirements

The Hirer shall not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Open Space nor which would or might vitiate in whole or in part any insurance effected in respect of the Open Space.

15. Fees and Charges

15.1 The Hirer shall pay to the Council with, and in addition to, the scale charges appropriate to the Hiring, such amount by way of deposit as may be determined by the Council.

15.2 In the event of damage occurring during the Hiring, this deposit, or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer in respect of the cost of making good any damage which occurs during the Hiring. Any balance not so applied will be returned to the Hirer.

15.3 The Council reserves the right to refuse access to the Open Space hired if the whole of the fees have not been paid or if these regulations have not been complied with.

15.4 Fees schedule to be agreed.

16. Payment of Charges

All charges must be paid in advance of the hire.

17. Data Protection

Any personal or other data gathered will only be retained and used in accordance with the consent given and in line with the Council's Data Protection Policy.

18. Review

The policy will be monitored and reviewed annually.