

Highways and Amenities Committee – Monday 5th September 2016
Christmas Market – Recreation Ground Hire
Agenda Item 4

The MarketSquare group will be organising a Christmas event from Friday 25th – Sunday 27th November.

I have attached a booking application form for the recreation ground which details the requirements for the event. The full recreation ground will not be used and I am awaiting a plan from the organisers regarding the areas to be used.

The conditions of hire (see 1a of booking form) prohibit vehicles on the recreation ground between 1st October and 30th April. I have checked the situation with the Site Maintenance manager and he advises that if boarding and proper support is used for attractions and the ground is not too wet, the damage to the grass surface would be minimal.

Proposal: That the committee should consider whether to allow partial use of the recreation ground based on the plan supplied.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : Usual hire fee if allowed

TENTERDEN TOWN COUNCIL

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TENTERDEN RECREATION GROUND LETTINGS

For the attention of the hirer;

Guidance governing hire of the football pitch

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Application form

Page 5

GUIDANCE GOVERNING HIRE OF TENTERDEN RECREATION GROUND

Tenterden Town Council reserves the right in the event of abnormally bad weather to withdraw the permission to use the land or alternatively restrict the movement of vehicles, if such permission is granted. Verification must be received from the Town Council before entering the site to ensure that the ground is in a fit condition for vehicles and equipment. If the decision is that the ground is not fit then entry to the site is not permitted.

1. The general conditions regarding movement of vehicles are as follows:
 - (a) No permission whatsoever will be given for any vehicle (except when engaged on official Council business) to enter upon grassland from 1st October to 30th April inclusive. Bookings which 'carry over' into and out of this closed season will be exempt but every effort must be made to avoid this becoming a regular occurrence.
 - (b) From 1st May to 30th September no booking can be accepted by the Council if the said event is likely to invite private cars and other passenger carrying vehicles onto the grassland unnecessarily.
 - (c) No heavy vehicles or plant may be brought onto the grass and any light vehicles that may be used will remain static during the event.
 - (d) Drip trays will be placed under any vehicle or vehicles and plant brought onto the grass and no diesel oil or other fuels will be spilled on the grass or other surface. Any spillage occurring in spite of this condition will be cleared up by the hirer or removed immediately and all damage made good.
 - (e) A responsible person must be appointed who will be responsible for ensuring that unauthorised cars do not park on any Town Council land. The Town Council will consider legal action if cars are parked on any area without permission.
 - (f) Vehicles may not under any circumstances be parked on, or in any other way obstruct, paths or other hard areas.
2. The organisers must provide their own electricity supply by generator for operation of electrical equipment or make application to **Tenterden Town Council no later than 28 days before the event** to arrange for an electricity supply. **(01580 762271)**
3. The organisers must apply to **Ashford Borough Council no later than 28 days before the event** should they require the provision of waste facilities. **(01233 331111)**
4. The organisers must make any necessary arrangements with **Tenterden Town Council no later than 28 days before the event** if extended opening hours of the public toilets are required. **(01580 762271)**
5. The organisers must accept full responsibility for any accidents or injuries to property or persons arising out of the use of the land. To this end the organisers must ensure that any display or activity involving risk of injury to members of the public will be suitably cordoned off.

- 6 The organisers must be adequately covered by insurance. Evidence that insurance has been obtained for Third Party and Public Liability of £5 million for any one accident and is effective for the period of the event should be attached to the application for use of the land.
- 7 The organisers must indemnify the Town Council in respect of any damage caused to Council property (including damage to turf) or to property of third parties and in respect of death or injury caused as a result of, or in any way arising from, the event. The Council will not hold your organisation responsible for death or personal injury arising from the negligence of the Council or its employees.
- 8 The organisers must leave by the time agreed and ensure removal of all erected stalls, tent steels and any debris. All rubbish must be removed from the site, and it must be left in a clean, tidy and sound condition to the Town Council's satisfaction.
- 9 No spikes or pegs are to be driven more than 18 inches vertically into the ground.
- 10 No lime-based line marking materials to be used as this kills the grass.
- 11 Before leaving the site, any damage (including, but not limited to, grass, trees, footpaths, fencing) must be repaired by the hirer, or the costs (including administrative costs) paid to the Council for arranging repairs to be carried out.
- 12 There must be no tethering of any animals to positioned trees.
- 13 The event must not be advertised by means of flyposting, which is **illegal under the Town and Country Planning Act and the Clean Neighbourhoods and Environment Act**. Advertising material displayed on the Recreation Ground railings must be limited to two posters.
- 14 No fireworks or special lasers, etc, are permitted on the site without the specified approval of the Town Council.
- 15 Permission from the Town Council for the construction of any temporary structure, e.g. marquee, staging, etc must be obtained, and such work must be carried out by competent persons.
- 16 The organisers must contact Kent Fire & Rescue Service and the Police not later than 28 days before the event to seek details of their requirements and ensure that any requirements that they have are complied with (i.e. whether attendance by members of St. John Ambulance is necessary, etc.) Evidence must be supplied to the Town Clerk's office before the day of the event.
- 17 The organisers must contact Street Scene and Open Spaces Department at Ashford Borough Council for advice on Health & Safety and Environmental matters. Evidence must be supplied to the Town Clerk's office before the day of the event.

18. Noise levels should be restricted to a minimum. Regard should be taken of the fact that the top of the Recreation Ground is situated close to residential accommodation and therefore events should close by 10 p.m. **The conditions regarding noise will be strictly enforced and failure to comply may prevent the land being used for similar purposes in future.**
- a) No amplification equipment is to be used without the written consent of Tenterden Town Council and, if such consent is granted, the volume will be turned down to such a level as not to cause nuisance or disturbance to occupiers of surrounding property. Microphones must not be used by operators other than for safety announcements and must not be used to "call on" riders. The Town Council reserves the right to withdraw permission for use of the ground where users disregard these conditions.
 - (b) All generating equipment must be switched off at 10 p.m.
 - (c) Any equipment must not be assembled or dismantled between midnight or 7 a.m. and equipment must not leave the site at any time during the hours of darkness.

APPLICATION FORM

Your details.

Full name:	Paul Kennedy
Address:	Leys House Elton Road Sibson Cambridgeshire PE8 6JZ
Telephone:	01832 281274
Mobile:	07944 599 165
Email:	office@marketsquaregroup.com
Organisation: (if applicable)	Market Square Group Ltd

Event details.

Date/s of hire:	25th, 26th, 27th November 2016
Times of hire:	24 hour / day hire from 08.00 on Friday 25th to 22.00 on Sunday 27th
Please give details of fees charged, including their purpose (e.g. commercial, charity, etc)	This is a commercial event with pitch fees and stall rental charges made to businesses booking a place at the event
Please give details of any music which will be played at the event (e.g. live, recorded, amplified, etc.)	The event will feature a small music stage with a schedule of live music throughout the weekend. Music will be played between the hours of 12.00 and 21.00 on Friday, Saturday and Sunday
Please give details of any vehicles or machinery which will be set up on the land.	It is likely that there will be some bespoke catering units set up on the recreation ground for the duration of the event. There are also likely to be a number of rides for children. In all cases, provision will be made to ensure that the ground is protected from any undue 'wear and tear' from these installations.
Please give any other relevant information about your event.	The proposal is to include the recreation ground as part of the Tenterden Christmas Fayre which will cover a number of venues through out the town. The recreation ground would provide an area of focus for a small winter wonderland. The organisers understand the sensitivities surrounding the use of the recreation ground in autumn and winter months due to the increased possibility of wet ground conditions. For this reason, it is proposed that only a part of the ground be used and that this part is protected against undue wear and tear that may result from footfall and vehicle movement.

Payment.

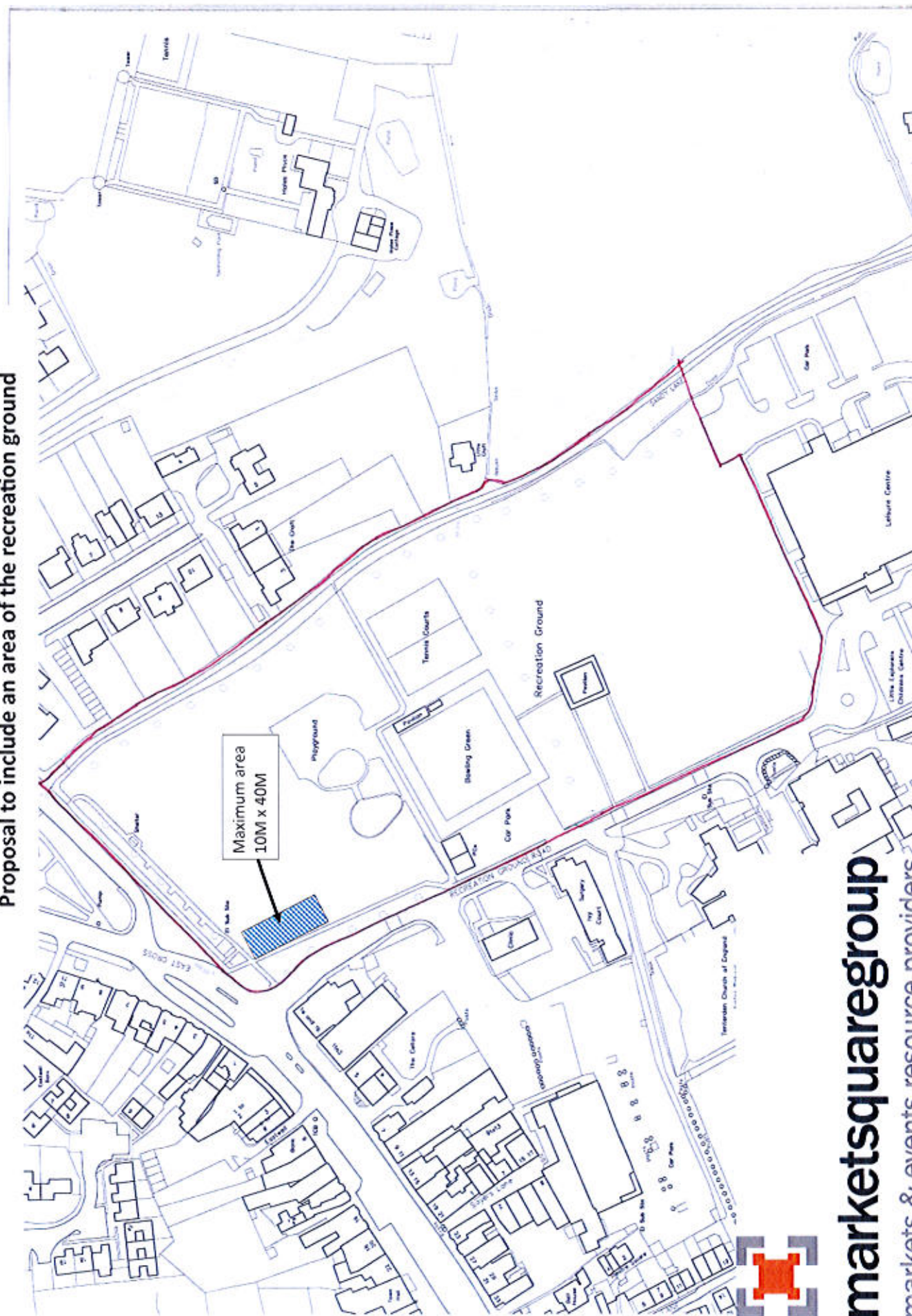
Hire of Tenterden Recreation Ground is charged at the following rates. If you are unsure which rate applies to you, please contact the Town Clerk's office and we will be happy to assist you.

Circuses & Fairs	£250 per day, £500 deposit
Markets	£200 per day, £500 deposit
Locally based charities and not-for-profit organisations	No hire charge; deposit on application
Commercial enterprises	Charge on application, £500 deposit

I _____ enclose a payment of _____, which includes all deposits, in accordance with the scale of charges as set out above.

Signed: _____ Today's date: _____.

Proposal to include an area of the recreation ground



marketsquaregroup
markets & events resource providers



AND
TENTERDEN
TOWN COUNCIL



INVITE YOU TO

**CLEAN UP
TENTERDEN
DAY**

**SUNDAY OCT. 9TH
11AM - 2PM**

Highbury Hall, Tenterden
Cafe open all day for refreshments

Call T3 for details

**07956295076
07506899337**

Highways and Amenities Committee – Monday 5th September 2016
Tentertainment – Recreation Ground conditions of hire
Agenda Item 6

This festival is very popular and a major attraction for the town.

In the past the Tentertainment organisers have not been required to complete a hire form for the Recreation Ground as the facility is offered free of charge by the council. Cllr Isworth has requested that the application form should now be completed to draw the users' attention to the conditions regarding noise levels and times as below. The "wind-down" music (after the acts have finished) in recent years has continued well beyond 10 p.m.

This is an extract of the existing terms and conditions of hire.

18. Noise levels should be restricted to a minimum. Regard should be taken of the fact that the top of the Recreation Ground is situated close to residential accommodation and therefore events should close by 10 p.m. **The conditions regarding noise will be strictly enforced and failure to comply may prevent the land being used for similar purposes in future.**
- a) No amplification equipment is to be used without the written consent of Tenterden Town Council and, if such consent is granted, the volume will be turned down to such a level as not to cause nuisance or disturbance to occupiers of surrounding property. Microphones must not be used by operators other than for safety announcements and must not be used to "call on" riders. The Town Council reserves the right to withdraw permission for use of the ground where users disregard these conditions.
 - (b) All generating equipment must be switched off at 10 p.m.
 - (c) Any equipment must not be assembled or dismantled between midnight or 7 a.m. and equipment must not leave the site at any time during the hours of darkness.

Whilst the festival is a great success and involves a lot of effort from volunteers, the Recreation Ground is situated in close proximity to a residential area. Councillors should consider the balance between an important event for the town and the needs of the nearby residents.

Proposal:

1. That an application form should be completed each year by Tentertainment.
2. That a compromise solution (i.e. acts stop at 10, "wind-down" music restricted in volume and time) should be introduced to the T&Cs for this event only.



Phil Burgess
Town Clerk
Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : None

Highways and Amenities Committee – Monday 5th September 2016
Access to St Michaels Recreation Ground
Agenda Item 7

Planning permission has been awarded for this work and Maylands Surveyors have produced a specification which formed the basis of quotations from contractors.

There is a limited number of contractors in the area who will undertake this work as it requires a permit to work in the road.

Five quotations were requested from KCC approved contractors and despite reminders only 2 quotations have been received and are contained in confidential document number 558 attached. These are both based exactly on the surveyor's specification. I have no previous experience of the contractor's work so it would seem appropriate to base the decision on the price quoted.

Contractor A £29,780

Contractor B £24,421

Both exclusive of VAT

Proposal: That the quotation from contractor B should be accepted



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None

Impact on Bio-diversity : None

Budgetary Impact : None

Highways and Amenities Committee – Monday 5th September 2016
Caretaker Scheme – Renewed Offer from ABC
Agenda Item 8

I have attached an e-mail from Michelle Byrne at ABC regarding the caretaker scheme. This committee considered the matter on 15th August. The minute below refers but this has not been ratified as yet by Town Council so could be amended.

3058 **CARETAKER SCHEME – RESPONSIBILITY FOR VERGES & GREEN SPACES.** It was **AGREED** that the Town Council should take responsibility for the maintenance of verges and green spaces in exchange for an annual combined contribution from Ashford Borough Council and Kent County Council of £30,000.00, provided that the Cranbrook Road cemetery could be excluded from the contract, and that a break clause could be included for two years into the contract.

In summary the e-mail below offers:

1. An in-house service at Tenterden for an annual payment of £34,854. The increased offer would *include* Cranbrook Rd Cemetery and this is *not* negotiable.
2. Reconsidering of the initial grant of £15,000. I have since consulted Michelle on this point and she is confident that this would still be payable if we took this in-house as opposed to using contractors.
3. Break out clause after 3 years
4. An opportunity to defer the decision by a year to 1st October 2017

These points are in *italics* on the e-mail.

If we were to defer the decision, we could monitor the amount of work involved in the Cranbrook Rd Cemetery and then make a decision as to whether to go ahead next year. There is no commitment with this option.

Proposal: That the committee should decide whether to accept the higher offer or defer the decision until 2017.



Phil Burgess
Town Clerk

Impact on Crime and Disorder : None
Impact on Bio-diversity : None
Budgetary Impact : Dependent on decision

Dear Phil

Thank you for your email below, the contents of which have been noted.

As previously indicated there is a requirement for all of the ground works to remain together, to ensure maximum efficiency. Unfortunately if Ashford were to retain the cemetery and relinquish all other works in the area, it would increase our overall costs, which would be inappropriate and something we are unable to commit to.

I understand when Julie Rogers spoke with you, on Monday, she raised the issue with you that the package on offer should be viewed in its entirety, not based on an allocated sum for the cemetery alone. I note from the Tenterden Town Council Highways and Amenities Committee meeting minutes 14th March, agenda item 14, when packaging the entire work and offering to a contractor, your "method 2", the overall cost would be £34,854. Whereas excluding the Cemetery, costs would be £19,790 thereby offering a profit of over £10,000 on what Ashford Borough Council is offering, as well as the saving of the initial grant offered for set up.

If the Town Council wishes to take on the entire service provision, neither party should be adversely affected, and in view of the above ABC/KCC would be willing to meet the annual cost of the Contractor, method 2 option, of £34,854 (*Point 1 above*), (with Ashford increasing its offer from £26,000 per annum, to £29,000 per annum), but without the initial set up grant, as the costs would be absorbed by the contractor. If you were to have an in-house service we would be willing to reconsider the set up cost option (*Point 2 above*) and still increase annual contributions to £29,000.

Julie Rogers, contacted you Monday to suggest a meeting of yourself and other decision makers to consider alternative options around opening and closing of the cemetery and some assistance that could be provided in relation to tree work. At that time you didn't feel it would change the decision as there was no appetite from the Town Council to take on the cemetery work, however in view of the increased offer above you may now feel a meeting would be worthwhile?

Having read the Town Centre minutes, there are a couple of areas we would need to clarify, in particular the reference to TTC only carrying out works on streets up to 30 mph, TTC suggesting they would not be carrying out works in Sheltered Housing green areas and (minor) repairs to playgrounds. Also in your email dated 16th August you ask for a break out clause at 2 years, we would suggest 3 years (*Point 3 above*) as this tends to run in line with vehicle/equipment hire/purchase arrangements.

If the Town Council are still of the view that they don't want to take on the cemetery work, Ashford will continue to provide the grounds maintenance service in its entirety, via our new in-house service from 1st October, the Town Council could opt to defer any further discussions or agreements for one year (*Point 4 above*), while they observe and consider how the new service is operating.

I am on leave next week but as you can see I have copied Julie Rogers in to my reply if you need further clarification before your council meeting on 5 September.

Regards

Michelle