



MEMBERS OF ODIHAM PARISH COUNCIL'S AMENITIES AREAS COMMITTEE ARE SUMMONED TO ATTEND THE AMENITIES AREAS COMMITTEE MEETING WHICH WILL BE HELD IN THE LIBRARY ROOM, THE BRIDEWELL, THE BURY, ODIHAM, ON 16th AUGUST 2022 AT 8.30pm (or following conclusion of full Council)

10th August 2022

Andrea Mann, Parish Clerk

-
- | | |
|----------------|---|
| AA17/22 | To receive apologies for absence |
| AA18/22 | To receive declarations of interests and requests for dispensation relating to any item on the agenda |
| AA19/22 | Approval of Minutes
To APPROVE the minutes of the Amenities Areas Committee meeting held on 31 st May (AA01/22–AA16/22). |
| AA20/22 | Chairs Announcements |
| AA21/22 | Public Session
An opportunity for residents to raise questions and issues with the Parish in accordance with Standing Orders. Please view details at https://odihamparishcouncil.gov.uk/council/policies-and-publications or contact the Parish Office for further advice. |
| AA22/22 | Meeting Action Points (page 3)
To note the progress on the meeting actions point list. |
| AA23/22 | Amenities Areas Committee Strategic Projects (pages 4-5)
To review the latest update on the Amenities Areas Committee pages of the Strategic Plan and agree any revisions. |
| AA24/22 | Jubilee Benches
To receive a verbal update on the two Jubilee benches in the Community Orchard and consider the suggestion that one bench is sited at Beacon Field and the other in the community orchard. |
| AA25/22 | Policy on community use of OPC's open spaces and event equipment (pages 6-9)
To consider the draft policy covering community use of OPC's open spaces and event equipment including fees and application form. |
| AA26/22 | Play Areas repairs and maintenance (pages 10-14)
i) To review the summary from the annual independent play area inspections, actions taken and agree proposed actions.
ii) To consider work £3,723.02 from the combined playground budget codes and earmarked reserves. |



- iii) To consider the proposal from Cllr Cornall to remove fencing from Bufton Field Play area and relocate at Chapel Pond Drive play area, estimated up to £8,000 and consider next steps.

AA27/22 Draft Licence Agreement to the Forest School for use of Colt Hill land (pages 15-19)

To consider the draft Licence Agreement to the Forest School for use of land at Colt Hill.

AA28/22 Independent tree inspection survey report of trees on OPC land (page 20)

- i) To review the tree inspection survey report carried out by Alderwood Consulting Ltd in March (emailed to Councillors only).
- ii) To consider expenditure totalling £1,650 to rectify the highest priorities in the inspection report including delegation to the Clerk to authorise any further emergency works which are identified by the contractors when carrying out these works (page 20).

AA29/22 Proposed change to Allotment Rules (pages 21-26)

To consider proposed changes to the Allotment Rules, adopted in 2018, to remove the deposit fee for new tenants.

AA30/22 Parish Lengthsman's Work Schedule (page 27)

To review and agree the Parish Lengthsman's work schedule for their next work day in September.

AA31/22 To note the date of the next meeting

15th November 2022.

Amenity Committee				
Date of meeting	Agenda ref no	Cllr to action	Details	Status
Feb '22	43/21	Clerk/AO	Liaise with Forest School re approval in principle to use land at Colt Hill for Forest School.	On agenda 16.08.22.
	44/21	Clerk/AO	Appoint tree inspection and report findings back to committee.	On agenda 16.08.22.
	45/21	Clerk/AO	Appoint contractor to extend burial lawn.	Contract placed. Works due September/October
		Clerk/AO	Appoint contractor to install further interment beds.	Contract awarded. Works date 07.09.22.
	46/21	Clerk/AO	Allow installation of memorial bench in cemetery.	Completed. Bench installed.
		Deputy Clerk	Research other options for Jubilee bench in orchard.	Two benches ordered. Awaiting delivery and installation date.
	47/21	AO	Award contract to thin shrubs around Bufton Field Play area and complete works.	Contract awarded. Most works complete. Researching costs of removing part of the outer fencing and relocating to Chapel Pond Drive.
May '22	7/22i	Clerk/AO	Continue to progress bench repairs.	Discussions underway with 2 contractors.
	7/22ii	Cllr DS	Review play areas and identify highest priority works.	Completed. Recommendations on agenda 16.08.22.
	8/22i	All	Review grass cutting regimes in line with Biodiversity Action Plan.	
	8/22ii	Clerk/AO	Instruct grounds contractor to alter regime at cemetery over the Summer.	Completed.
	8/22iii	Clerk/AO	Seek clarification on cutting around allotment plots.	Completed.
	9/22	Clerk	Order Jubilee benches and liaise with OdSoc and Rotary.	In progress.
	10/22	Clerk	Clarify details for community event 31.07.22 then confirm use of Rec.	Completed.
	11/22	Clerk/AO	Replanting at Peace Garden.	Site visit 20.07.22 agreed not required.
	12/22	Clerk	Refuse requests for event parking on OPC land.	Completed.
		Clerk	Draft policy for hiring OPC land and equipment.	On agenda 16.08.22.
	13/22	Clerk/AO	Update Parish Lengthsman's work schedule and email to Councillors.	Work day requested. Schedule on agenda.
	16/22	Clerk	Instruct contractor to replace flat bed swing unit at Chamberlain Gardens.	Completed.
			Complete works.	Completed.

3. Amenity Area Committee Priorities

Membership: Cllr R Coleman (Chair), Cllr K Ball, Cllr L Cornall, Cllr T Griffith, Cllr A McFarlane, Cllr D Sanger.
 Objectives: To research, deliver and monitor Amenity Area strategic projects.
 Dates of meetings: 31.05.22, 16.08.22, 15.11.22, 21.02.23.

Strategic Priority	Available budget/EMR	Project Name	Details of Project	Barriers/threats	Last quarter (Q1 2022/23)		This quarter (Q2 2022/23)		Next quarter (Q3 2022/23)	Project complete	Future monitoring & matters arising
					Actions required	Monitoring notes	Actions required	Update	Actions to c/f		
Increasing biodiversity through 'meadow' or tree planting		The Firs	General tree/shrub maintenance to open up view of Odiham, improve entrance and pathways through shrub clearance, installation of bench and interpretation board. Consider a route as part of Hart's Green Loop.		Write full specification.	No progress. No response from Hart DC. Project has taken different path due to Climate Action Plan.	Write full specification.	Tree works due.			
		Cemetery biodiversity area	Manage willflower area	Inform contractor	Ensure maintenance of wildflower area is included in new Cemetery maintenance spec.	✓ Added to new grounds contract.				✓	
		Cemetery Meadow	Community Orchard		Planted and formal opening.	✓	Ensure proper maintenance regime.			✓	
		General Biodiversity Policy	Develop Environmental and Climate Action Plan		Policy development	✓	Biodiversity surveys and Action Plan.	Complete. To be adopted by full Council 16.08.22 then reviewed before recommending actions.		✓	
							Discuss BAP with OPC's grounds contractor to see what can be achieved within budget.				
Canal Basin Project	0	Canal Basin Project	This project is led by the Basingstoke Canal Society. OPC is a member of the Working Group in order to be best informed before OPC makes a decision on whether to give up part of POS land for this purpose.	Subject to land at Montford Place being passed to OPC.	Consider asking Hart DC for a Deed of Variation.	15.09.20 - OPC agreed not to do this at current time.		Update 09.05.22 - HDC still not issued certificate of practical completion. Awaiting update form developer.			
				Residents objections.	Research on taking on Montford Space open space.	Hart not issued certificate of practical completion due to the landscaping not being managed in accordance with the establishment phase detailed in the Landscape Management Plan. OPC obtained a Landscape Architects report on planting which was forwarded to Hart DC and residents.					
				S106 terms.	Research S106 limitations on land.	Support offered from Hart DC, awaiting progress report.					
Enhancement of and access to sporting and leisure facilities	Benches and noticeboards £1,465.83	Replacement noticeboards			2 new noticeboards, High Street	✓				✓	
					1 new noticeboard, North Warnborough	✓				✓	
		Bench repairs			Carry out audit of all benches.	✓	Complete works for bench repairs.	Contractor now unable to do work. Need to find alternative. Quotes requested.			
					Arrange repairs for 3 highest priorities.	War memorial bench - completed. Chamberlain Gardens and next to quarry - outstanding.	Review bench audit to identify next 3 priorities.				

		Picnic benches			Provide 2022-23 budget. Install temporary benches using grant funding.	Not approved. Grant application sent to Hart DC to hire benches 2022 - pending. Delivered 13.05.22. One vandalised.	Promote benches.	Shared on FB and in Spring newsletter.			Consider funding for 2023/24.
	Buften Field	Support for sports pitches	Support HCC application and lobbying for community use		Continue to lobby HCC for input to the community use agreement.	Submitted request through Hart DC planning officer.	Continue to lobby HCC for input to the community use agreement.				
	Dunleys Hill (see also P&D Committee)	Possible biodiversity area			Consider biodiversity area as part of Dunley's Hill development following presentation from developer 05.01.21.	No update on progress of application.	Start to think about best/preferred use of the POS land ready for a further approach from developer.	Consider area as part of the Environment and Climate Action Plan so a clear plan is ready should an application come forward.			OPC to take view on whether to take on the management of this space.
Protection, enhancement of and access to local heritage.	Chapel building maintenance £9,085	Chapel refurbishments	To protect buildings into further state of disrepair.		Repair and protect North Chapel floor.	v				v	
			To transform chapels into usable space.		Develop clear strategy for South Chapel		Develop clear strategy for South Chapel				
	War memorial maintenance £1,116	War memorial refurbishment	Stage 1 - structural repairs - complete. Stage 2 - clean memorial, improve quality of inscriptions.	Funding.	Update quotes	Stone mason advised enamelling of letter works should be carried out after prolonged dry spell.	Update quotes to enable works before Remembrance.				



POLICY ON COMMUNITY USE OF ODIHAM PARISH COUNCIL'S OPEN SPACES AND EQUIPMENT

Adopted on ??

Introduction

Odiham Parish Council owns and manages various open spaces across the Parish and acts as custodian trustee on behalf of residents. Community organisations may apply to use some of these open spaces and associated event equipment for events and activities which benefit the community. This Policy explains the process applicants should follow and criteria for determining requests.

Sites

OPC's Asset Portfolio includes:

- | | |
|----------------------------------|-------------------------|
| 1. Recreation Ground | 9. Peace Garden |
| 2. Bufton Field Play Area | 10. Odiham Cemetery |
| 3. Chapel Pond Play Area | i) Chapel Cottage |
| 4. Allotments | ii) North Chapel |
| 5. Chamberlain Gardens Play Area | iii) South Chapel |
| 6. Beacon Field | iv) Cemetery Meadow |
| 7. War Memorial | 11. Parish Room |
| 8. Colt Hill Land | 12. The Bridewell |
| | 13. King Street Toilets |
| | 14. The Firs |

OPC will consider requests relating to the Recreation Ground, Chamberlain Gardens, Beacon Field, Colt Hill land and The Firs. Hire of property is not covered by this policy.

Equipment

OPC owned event equipment may be hired by community organisations both for events on OPC owned land or other land. Equipment available for hire is listed on the application form and may change from time to time.

Acceptable Uses

Village fetes/community events, community sports events/tournaments, fun run/walk, outdoor education, forest schools, bands/concerts, fitness sessions, outdoor theatre, filming and photographic events.

Prohibited Uses

Activities which can damage the ground, cause excessive nuisance or do not benefit the community are prohibited eg

- i) Car parking
- ii) Metal detecting
- iii) Drone flying
- iv) Wheeled sports
- v) Commercial activities which don't support the health and wellbeing of residents.

Process

All applications should be made to the Parish Clerk, clerk@odiham.org.uk by completing an application form. The Parish Clerk, under the Scheme of Delegation, has delegated authority to allow community organisations use of OPC's assets or facilities for activities which support the Parish.

Each application will be decided on its own merit and this Policy will be applied to the decision making process. Where an application clearly matches this Policy the Clerk will determine the application and notify the applicant within 7 days. For applications which do not clearly align with this policy, the Parish Clerk will consult with Councillors and respond to the applicant within 14 days.

Conditions

Permission is granted on the following conditions:

- i) OPC reserves the right to withdraw consent if extreme weather conditions pose a risk to personal safety or damage to the ground. OPC will assess the weather forecast a week before the event and, if deemed necessary, arrange a site visit with the Hirer normally 3 days prior to the event.
- ii) OPC reserves the right to withdraw consent if the Hirer cannot demonstrate sufficient health & safety control methods or demonstrates lack of regard for public liability.
- iii) The Hirer agrees to the "Hirer's Obligations" set out below.
- iv) The Parish Clerk, under the Scheme of Delegation has authority to take appropriate actions arising from emergencies as required to respond to provide business continuity and respond to urgent H&S matters, in consultation with the Chair/Vice Chair of the Council or relevant Committee.
- v) OPC's decision is final.

Hirer's Obligations

- i) The Hirer is responsible for obtaining the correct licences and agreements from the relevant authority eg Temporary Events Licence (TENs) for the sale of alcohol or broadcasting music or permission from Hampshire County Council for advertising close to the highway.
- ii) The Hirer must conduct their own risk assessment carried out by a competent person and submit this with their application form. It is the responsibility of the Hirer to follow the risk assessment for the set up and during their event and the document will be referred to in the event of any claim arising.
- iii) The Hirer should hold third party insurance covering events and activities no less than £5M (£10M preferred) and indemnity OPC from any claims for losses, damage and injury resulting from the Hirer's activity.
- iv) The Hirer must return land and property in the same condition as at the start of the hire period.
- v) The Hirer is responsible for providing adequate fire-fighting equipment and first aid cover.
- vi) The Hirer must not restrict land access to general members of the public.
- vii) The Hirer must not allow vehicles, other than those allowed by prior agreement, onto the site.
- viii) The Hirer must ensure the site is clear from litter, equipment and advertising material at the end of the hire period.
- ix) The Hirer must prevent their activities from causing nuisance to neighbouring properties, eg public address systems.
- x) The Hirer should arrange to collect a key to sites and storage in the week leading up to the hire period and must return keys within 2 days of the event.

Fees

Generally, community organisations holding community events will not be charged for hiring OPC owned land or equipment. In other circumstances, OPC reserves the right to apply the following charges:

Damage waiver paid prior to the event.	£	per event
Sports activity run by a commercial organisation.	£	per session
Residents borrowing event equipment.	£	per hire
Ticketed event run by a community organisation.	£	per event
Ticketed event run by a commercial organisation.	£	per event
Lost key.	£	each
Negligent and substantial damage to land and property	Subject to agreement by Councillors.	



ODIHAM PARISH COUNCIL

APPLICATION TO HIRE ODIHAM PARISH COUNCIL'S OPEN SPACES AND EVENT EQUIPMENT

NAME		
ORGANISATION		
CONTACT EMAIL		
CONTACT TELEPHONE		
REQUESTED HIRE DATES		
FOR THE PURPOSE OF		
SITE (please tick)	Recreation Ground Beacon Field The Firs	Chamberlain Gardens Land at Colt Hill Other _____
EQUIPMENT	1 x Banner Frames (2 available) Portable PA system Large PA system Stage Walkie talkies Plastic chairs (40 available) Gazebo Traffic cones Crowd barriers	

FOR OFFICE USE

APPLICATION REVIEWED BY	
DATE	
EVIDENCE OF INSURANCE	
EVIDENCE OF RISK ASSESSMENT	
REFERRED TO	
APPROVED Y/N	
BOOKED IN DIARY	
FEE CHARGED	
FEE COLLECTED	
KEY ISSUED	
KEY COLLECTED	

Action on faults identified in 2022 play area inspections										
	Site	Equipment	Fault	Priority	Proposed Action Post Seagrave Inspection July 2022	Cllr Sanger comments (June 2022)	Proposed Action	Agreed Action by Amenities Areas	Completed	Potential spend
	Buften Field	Gates			Repair	The black gate off main footpath is not closing	Larkstel instructed to repair. Monitor and replace at 40% Monitor and replace at 40% Quote received from regular playground repair company @ £2,125 (total, also includes items 4, 5, 8, 22, 24, 29, 31) See item 3. See item 3. Monitor and replace at 40% Agreed onsite to leave the swinging chains free of rubber sleeves. No action. See item 3. Entrance vegetation cleared for ease of access. Repainting will improve site. Committee to consider removal of fencing under separate item.			
1		Flatbed swings	Chains	Medium	Monitor and replace at 40%					
2		Cradle swings	Chains	Medium	Monitor and replace at 40%					
3		Roundabout	Splinters from timber base	Low	Rub down - budget for next 12 months					2125
4		Tower slide	Splinters from timber	Low	Rub down - budget for next 12 months	Delamination on plywood panels and toddler’s table need rubbing down and painting with resealing to prevent splinters and to slow wear.				
5		Multiplay unit	Splinters from timber	Medium	Rub down - budget for next 12 months	Delamination on plywood panels and toddler’s table need rubbing down and painting with resealing to prevent splinters and to slow wear.				
6			Chains	Medium	Monitor and replace at 40%					
7			Various missing sleeves	Medium	Jo to monitor and replace if possible					
8		Vertical play unit	Splinters from timber, chipped paint	Medium	Rub down - budget for next 12 months					
9		General site comments			Much work already completed. Jo to identify further works required, cut back where possible and source quote from main contractor if further works	Vegetation including rose bushes is overgrowing access				
10					To be discussed. R&M (including painting) or refurbishment.	Much is cosmetic in this playground e.g. paintwork on seats and frames would look more attractive with a coat of paint.				
11		Fencing								
12	Chamberlain Gardens	Gates	Wobbly post	Low	Source quotes to replace all fencing and gates	There is a loose fencing post near the litter bin.	Larkstel quoting to replace the fence upright posts with metal sleeves. Removal of fence was declined.			
13			Closing mechanism not working	Low	Source quotes to replace all fencing and gates	Gate on the far side is not closing.	Larkstel to repair.			
14		Fencing	Evidence of rot, missing timbers throughout	Medium	Source quotes to replace all fencing and gates		Larkstel quoting to replace the fence upright posts with metal sleeves. Removal of fence was declined.			
15		Flatbed swings	Rotten timbers	High	Replace		Replaced.		✓	

16		Toddler tower unit	Evidence of rot, missing timbers throughout	Medium/high	Source quote for replacement	Toddler unit has some decay on wooden slats but not serious at this time but will need to be monitored.	Research for replacement and funding.			
17		Surfacing			Source quote for repair.	Surfacing is poor with trip points and now possibly provides limited protection from falls.	Research costs and rules on safety surfacing.			
18	Chapel Pond Drive	Gate	Poor adjustment	High	Source quotes to replace all fencing and gates including improving entrance path.	Gate does close very fast and near the top there is a potential finger trap between gate and upright	Monitor and consider with new fencing.			
19		Fencing	Wire fencing not appropriate and damaged in places	Medium	Source quotes to replace all fencing and gates including improving entrance path.	Damaged southern end. The wire fence is not really appropriate for a playground. It is not very attractive and is easily damaged. Long term, replace with bow top railings, circa £2,000	Larkstel to quote to remove outer fence from Bufton and install at Chapel to replace old wire fencing. More fencing companies to be approached.			
20		Entrance path	Breaking up, not accessible	Medium	Source quotes to replace all fencing and gates including improving entrance path.		Monitor and consider with new fencing.			
21		Bin	Broken	Medium	Investigate to see if it can be repaired.	Some movement but not going anywhere.	Monitor and note for future budgets.			
22		Bench	Poor paintwork	Medium	Repaint - source quote.		See item 3.			
23		Trailblazer	Cracked timber, worn rope,	Limited life	To be discussed.	There is some cracks on wooden posts but not severe at present. Wire on rope bridge is wearing, but not posing any threat at present.	Gaffer tape on order as advised by Seagrave JP to tape rope.		✓	
24		Cradle swings	Poor paintwork	Limited life	To be discussed.		See item 3.			
25		Flatbed swings	Split timber	Limited life	To be discussed.		Monitor and note for future budgets.			
26			Chains	Medium	Monitor and replace at 40%		Monitor and replace at 40%.			
27			Seats	Medium	Replace within 12 months.	Sutcliffe swing seat is splitting but does not need replacement just yet.	Monitor and note for future budgets.			
28			Wetpour shrinking in places	Medium	Monitor.		Monitor and note for future budgets.			
29			Poor paintwork				See item 3.			
30		Toddler tower slide	Steps lose	Medium	Jo to tighten.					
31		General site comments				Much is cosmetic in this playground e.g. paintwork on seats and frames would look more attractive with a coat of paint.	See item 3.			
32						Shrubs on the eastern boundary, particularly especially at the southern end need to be cut back.	JP has cut back the shrubery overhanging the bench.		✓	
33						The grass needs to be cut much closer for a playground.	New lawn mower will have access via the altered fence, this grass is well documented as being fast growing. A new fence/gate will need to accommodate the larger mower.		✓	

34	Recreation Ground	Entrance gates	Trip hazards to all gates	Medium	Build up soil around edges - ask Parish Lengthsman.	There are trip points at yellow gates.	Condition has deteriorated due to dry weather. There are different levels of solutions - Mulchbond surfacing (like at Chapel), topsoil and turf or scalplings. One quote received to dig out topsoil, lay scalplings and compact with whacker plate @ £235. Includes item 62.			235
35		Flatbed swings	Split timber	Limited life	To be discussed.		Monitor and note for future budgets.			
36			Chains & bush	Medium	Monitor and replace at 40%.		Monitor and replace at 40%.			
37			Seats	Medium	Adjust height		??????			
38		Cradle swings	Seats - cracked strap	High	Larkstel: seat, chains and bush £375 x 2 or just seat £250 x 2.		Larkstel to replace 2 seats and chains in August @ £750.			750
39			Split timber	Limited life	To be discussed.		Monitor and note for future budgets.			
40			Chains	Medium	Monitor and replace at 40%		Monitor and replace at 40%.			
41		Trailblazer	Split timber	Limited life	To be discussed.		Monitor and note for future budgets.			
42			1 lose post	Medium	Larkstel: to dig out and re anchor the existing post with post mix, fence of the unit for 48 hours and then open up would be £325.		Larkstel: to dig out and re anchor the existing post with post mix, fence of the unit for 48 hours and then open up would be £325.			
43		Up and over climber	Delamination evident on ramp	Medium	Rub down - budget for next 12 months.	Delamination of panel on 'Up and Over' climber, rub down and paint to reseal.	Seek quote and budget for 2022/23.			
44			Lose rope and slight decay to steps	Low	Monitor.		Larkstel to tighten rope.			
45		Multiplay unit	Splits evident on timber	Limited life	To be discussed.		Monitor.			
46			Evidence of rust	Low	To be discussed.		Monitor.			
47		Shelter	Splits evident on timber	Medium	Monitor.		Monitor.			
48			Graffiti	Low	Remove - Jo to source quote.		JP to remove graffiti			
49		Skate swing	Chains	Medium	Monitor and replace at 40%		Monitor and replace at 40%.			
50		Basket swing	Splits evident on timber	Medium	To be discussed.	Basket swing surface is poor needs to be re-laid/replaced.	Seek quote and budget for 2022/23.			
51		Large play unit	Splits evident on timber	Medium	To be discussed.		Monitor.			
52			Lose fixings evident in places	Unacceptable	Larkstel inspected, no fault identified.		Larkstel inspected, no fault identified.		✓	
53			Missing caps	Low	12 missing caps. Larkstel £80 or Jo.		Replacement instructed.		✓	
54			Graffiti	Low	Remove - Jo to source quote.		Remove - Jo to source quote.			
55		Rope swing	Wear to rope connector	High	Monitor - source quote to replace 12 months.		Monitor - source quote to replace 12 months.			
56		Trampoline	Possible foot entrapment	Low	Monitor	Trampoline foot trap this must have complied with regulation when installed, check with supplier?	Monitor.			
57		Zip line	Wear to chain connector on traveller	Unacceptable	Larkstel: Supply and fit new zip line seat and chain £387	Zip line difficult to assess, if not arranged since last inspection, ideally get a specialist in to properly assess cable tension etc.	Specialist work. Urgent. One quote to retension the zip wire which should take place once a year and involves taking down equipment. Quote received @360 + £253.02 for replacing chain and seat.			613.02

[illegible]

Odiham Parish Council (1)

-to-

Wild at Heart Forest School (2)

Non-Exclusive LICENCE

-of-

Land at Colt Hill

Odiham, Hants RG29 1NB

LICENCE AGREEMENT made the 16th day of August 2022

1. PARTICULARS

- 1.1 The Licensor: ODIHAM PARISH COUNCIL of The Bridewell, The Bury, Odiham, Hants, RG29 1NB.
- 1.2 The Licensee: WILD AT HEART FOREST SCHOOL.
- 1.3 The Premises. Land at Colt Hill, Odiham, Hants as shown on the attached Plan, Schedule 1.
- 1.4 Permitted Use: outdoor education and associated activities.

2. DEFINITIONS AND INTERPRETATIONS

- 2.1 For the purposes of this Agreement the terms defined have the meanings specified.
- 2.2 'The Licence' means the Licence granted by this Agreement.
- 2.3 Words importing one gender shall be construed as importing the plural and vice versa.
- 2.4 The Licensor and Licensee are corporate bodies and the obligations and liabilities under this Agreement shall be the obligations and liabilities of that entity.
- 2.5 The clause headings do not form part of this Agreement and shall not be taken into account in the construction or interpretation.

3. LICENCE

The Licensor lets and the Licensee takes the Premises on a Licence commencing on 1st September 2022 for an initial term of 3 years.

4. RENT

- 4.1 The Licensee shall pay rent in advance at the rate of £1 (a peppercorn) per annum due on the date of this Licence and due annually thereafter.
- 4.2 Neither the payment of nor the demand for any Rent nor the fact that the amount of Rent is calculated by reference to a period shall create or cause the Licence to become a periodic tenancy.
- 4.3 Neither the payment of nor the demand for any Rent shall grant the Licensee sole use of the Premises.

5. THE LICENSEE'S OBLIGATIONS

The Licensee agrees with the Licensor.

5.1 Rent

To pay the Rent in accordance with Clause 4.1

5.2 Insurance

To maintain in place Public and Employer's Liability Insurance (minimum £5m cover) to cover Licencee's activities.

5.3 Use

- 5.3.1 To utilise the Premises solely for the benefit of the Wild at Heart Forest School and its members for outdoor education and associated activities.
- 5.3.2 To ensure education and associated activities follows sustainable and best woodland and ecology management practices.
- 5.3.3 Activities involving the flora and fauna should be in sympathy with the OPC Biodiversity Action Plan.
- 5.3.4 Schedule of events should be shared with OPC at the start of each term to avoid any clashes with other uses

5.4 Prohibitions

- 5.4.1 Not to use the Premises or any part of the Premises otherwise than for the permitted use.
- 5.4.2 To ensure education and associated activities promotes and does not harm biodiversity, natural habitats and existing flora and fauna.
- 5.4.3 Not to park on the Premises other than to drop off and collect equipment.
- 5.4.4 Not to cause any nuisance or annoyance to adjoining owners or occupiers.
- 5.4.5 Not to do or permit anything on the Premises in breach of any statute or bye-law or any order or regulation thereunder.
- 5.4.6 Not to prevent access by members of the public.
- 5.4.7 Not to light fires on The Premises.
- 5.4.8 No permanent structures to be erected
- 5.4.9 No overnight stays without prior approval

6. THE LANDLORD'S OBLIGATIONS

The Licensors agree with the Licensee

- 6.1 To maintain public liability insurance (minimum £10m) for general public access to The Premises.
- 6.2 To carry out an independent tree inspection survey prior to occupation of The Premises and complete any actions identified therein.
- 6.3 To carry out informal inspections of the site at no less than 3 monthly intervals or following adverse weather conditions.
- 6.4 To respond as soon as practical to any matters raised by the Licensee which may cause injury or harm.

7. AGREEMENTS AND DECLARATIONS

- 7.1 This Licence is personal to the Licensee (for the benefit of the local community) and non-assignable.
- 7.2 This Licence may be determined at any time on or after the end of the Licence term by either party giving 6 months' notice to the other.
- 7.3 The Licensee shall accept full responsibility for determining whether The Premises is acceptable for the Licensee's activities.
- 7.4 The Licensee shall indemnify the Licensors in respect of all liability of whatsoever nature incurred and in respect of all actions costs claims and demands to which the

Licensor may become subject to which it would not have become subject had the Licence not been granted.

- 7.5 Any notices may be given personally or by post by the Licensee to the Licensor at the address given in Clause 1.1 marked for the attention of the Parish Clerk and by the Licensor to the Licensee at the Premises

THE FIRST SCHEDULE above referred to

(The Premises)



ALL THAT shown in red on the Plan annexed here.

Signed by the Licensee - for the Wild at Heart
Forest School

1.
SIGNATURE
- PRINT
NAME
-
POSITION
- DATE
2.
SIGNATURE
- PRINT
NAME
-
POSITION
- DATE

Signed on behalf of the Licensor - for Odiham
Parish Council

1.
SIGNATURE
- PRINT
NAME
-
POSITION
- DATE
2.
SIGNATURE
- PRINT
NAME
-
POSITION
- DATE

Amenities Areas Committee 16.08.22
Agenda item AA28/22

Tree worrks identified in the Alderwood tree assessment report June 2022

<u>Site</u>	<u>Work required</u>	<u>Quote 1</u>	<u>Quote 2</u>	<u>Quote 3</u>
The Firs	As per report recommendations	760	Not quoted	3212
Cemetery	As per report recommendations	320	460	374
Colt Hill	As per report recommendations	480	Not quoted	2142
Chapel Pond Play Area	As per report recommendations	<u>90</u>	<u>220</u>	<u>117</u>
		1650	680	5845

OPC Tree Works budget	
Start of year	3500
Spend to date	490
Proposed spend	<u>1650</u>
Remaining budget	1360



Odiham Parish Council

Rules for letting of allotment plots at Hook Road, North Warnborough subject to the Allotment Act 1908 – 1950 and rules and regulations endorsed in this document

1. New Tenants

All new tenants will undertake to cultivate the allotment plot to an agreed acceptable standard within the first six months of tenancy and thereafter will comply with the rules of the site.

1.1 Tenants Association

All tenants must join the North Warnborough Allotments Tenants Associations (NWATA). See section 6 for responsibilities of the tenants' association.

2. General Conditions for the Cultivation of the Allotment Site

By signing the agreement, the tenant of an allotment plot agrees to observe all of the rules and perform all of the conditions set out below, including:

2.1 Use of Land

- To use the allotment plot as an allotment plot and for no other purposes.
- The tenant must use the allotment plot for his/her own personal use and not carry out any trade or business or sell produce from the allotment plot.
- No overnight stays or use of any buildings for residential accommodation shall be permitted.
- The tenant is not permitted to sub-let their plot.

2.2 Rent

- Subject to review yearly, the tenant shall pay an annual rent (£50 as of 201801.04.22) for an allotment plot which shall be payable in full to Odiham Parish Council (OPC) by 1st April every year.
- Only 1 allotment garden can be rented per household.
- Refunds of rent will not be offered under any circumstances.
- The Council shall pay all rates, taxes, dues or other assessments which may at any time be levied or charged upon the allotment garden.

2.3 Deposit

2.3.1- tenants from 2018 to July 2022

- The tenant shall deposit the appropriate amount (£50 as of 2018) with OPC at the start of tenancy as a surety. This will be repaid less any deduction for work to clear the allotment plot on termination of the tenancy and any property of OPC shall be returned.
- The deposit will be retained if the plot is found to be uncultivated and/or has not been maintained to an acceptable standard as determined by the OPC. This is to fund the clearance of the plot ready for re-letting.

2.3.2 – new tenants from August 2022 onwards

- No deposit is required. New tenants shall accept plots as seen.

Formatted: Indent: Left: 0.5 cm, No bullets or numbering

Formatted: Bulleted + Level: 1 + Aligned at: 1.77 cm + Indent at: 2.41 cm

2.4 Security

- A key will be used to gain entry to the allotment site.
- There will be a charge for any lost keys.
- All tenants are to ensure that the gate is locked on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure.
- Each tenant must not let non-tenant holders use the parking facilities.
- The allotment site will be accessible only during the hours from dawn to dusk.

2.5 Insurance

- Each tenant is responsible for ensuring that they have cover for public liability and/or damages for persons in and around their plot.
- OPC will not be held responsible for any damage or loss of personal items.

2.6 Cultivation

- To keep the allotment plot clean, and in a good state of cultivation and fertility and to maintain it in a good tidy condition.
- Definition of cultivated - the plot is planted with crops, seeded or fully prepared for planting or for seeds to be sown.
- Definition of uncultivated - either fully or partially overgrown or unused, weed or grass is prevalent, little or no planting is present and insufficient effort has been made to keep the plot clear and tidy.
- To accept that if, in the opinion of OPC, a tenanted plot appears to be uncultivated, OPC reserves the right to cut down all weed growth and charge that expense to the tenant concerned.
- If, in the opinion of OPC or its representatives, the allotment plot remains uncultivated and/or not maintained in a good tidy condition for more than 3 months after the issue of a warning letter from the Parish Council, then the Tenancy Agreement will be terminated with forfeit of deposit.
- Not to bring on to the site or store any items other than for horticultural use. This includes carpet for any use.
- To take all reasonable care when using any sprays or fertilisers to ensure that adjoining hedges, trees and crops are not adversely affected and, in the event of damage occurring, to make good or replant as necessary and to comply at all times with current regulations.

2.7 Cars

- To ensure all vehicles are parked within the bays or areas allocated for vehicles.
- OPC will not be held responsible for any damage to vehicles parked at the allotment site.
- The car park is not to be used for the storage of vehicles or trailers.
- Not to obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the allotment site.

2.8 Plot marker

- To keep the marker provided (showing the number of the plot) clean and readable and displayed in a prominent position. This marker should not be moved or removed at any time and remains the property of OPC.

2.9 Nuisance

- Not to cause any nuisance or annoyance to the occupier of any other allotment plot, adjoining landowners or the occupiers of nearby houses.
- No loud noises are allowed of any kind.
- Headphones must be worn when listening to music on any given device.

- Not to enter upon, take or remove any plants or crops from any other allotment plot without that tenant's prior permission.
- Not to obstruct or reduce the width of any path between the allotment plots, or block or obstruct the main track in the site.
- Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

2.10 Bonfires

- Bonfires of any kind are not allowed on the site.

2.11 Rubbish and composting

- No non-compostable material is to be kept on the allotment plot or on the site.
- No garden waste or any other material or other waste is to be placed against any fence, hedge or gate.
- Only green vegetable waste material may be composted on individual plots. As there is no facility to dump this type of waste on any part of the site for composting, each tenant must ensure it is removed to an appropriate facility.
- Composting is only allowed on the allotment site and must be properly maintained to the satisfaction of OPC. Compost bins and containers must not touch the fence.
- All other waste material, including wooden pallets, shall be removed from the site and disposed of in an appropriate manner.
- Any tenant who fails to comply with this rule will forfeit the right to continue gardening the plot.

2.12 Trees, Hedges, Fences and Paths

- Not to erect or put up any fence, gate or hedge within the site.
- It is the plot holder's responsibility to ensure that the grass strip next to their plot is cut and maintained to an acceptable standard.
- Not to cut or prune any trees or bushes growing outside the site that overhang or penetrate the boundary fence.
- Not to cut, lop or interfere with any trees on the allotment site.
- Not to plant any tree, shrub, hedge or bush which requires more than twelve months to mature, without first obtaining the Council's written permission.
- OPC may at any time cut or prune any hedge or tree forming part of the overall site landscape.

2.13 Buildings

- Not to erect or put up any building or construction within the allotment site.

2.14 Other Structures

- **Fruit Cages & Frames**
Open framed and/or netted structure for the purpose of growing and protecting crops should cover no more than 25% of the area of an individual plot and a maximum height of 2m.
- **Polytunnels**
Polytunnels to cover no more than 25% of the area of an individual plot and a maximum height of 1m.
- All structures must be adequately secured to the ground to prevent uplift.
- All structures must be maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any appointed officer. If OPC is not satisfied with the state of the structure, the tenant must either repair it to the Council's satisfaction or

remove it within 1 month of instruction to do so. Failure to do this could result in OPC removing it and charging the tenant.

- Departing tenants shall remove any item or derelict structures from their plot before the end of their tenancy. Any such material not removed by the tenant will be removed by OPC at the outgoing tenant's expense (retention of deposit).

2.15 Barbed Wire and Glass

- Not to bring on to or use any barbed wire or similar on the allotment garden or site.
- Not to bring on to or use any glass, pottery or china on the allotment site at all.

2.16 Restriction on Cropping

- Not to plant any trees or fruit bushes or any crops which can grow to such a size as to cause any nuisance or loss of light to adjoining tenants or the occupiers of nearby houses.

2.17 Dogs

- No dogs are to be allowed on the allotment site at any time.

2.18 Other Animals/Pest Control

- Not to keep any livestock, bees or poultry on the allotment site.
- It is the responsibility of all tenants to report any rodent activity to the Pest Control Officer at Hart DC on 01252 774421.

2.19 Children

- Not to allow children accompanying either the tenant or a member of the tenant's family to behave in such a way as to cause nuisance or annoyance to the tenants of any other allotment garden on the site, to adjoining landowners or to the occupiers of nearby houses.

2.20 Water

- OPC will provide water points for the use of the allotment tenants. Tenants will ensure that such water points are not contaminated by pesticides or any other contaminants.
- Not to connect a hosepipe or water sprinkler to the water dip tanks provided.
- To pay any excess water/sewage charge, if requested by OPC, within 1 month.

2.21 Prohibition of Notices, etc.

- Not to erect any notice or advertisement anywhere on the allotment site.

2.22 Restriction on Admittance to Allotment Site

- OPC shall have the right to refuse admittance to any person other than the tenant to the allotment garden or to the site.
- The allotment site is only accessible during the hours of dawn to dusk.

2.23 Change of Address or Other Details

- The tenant is to inform OPC immediately of any change of address or other details.

2.24 Dispute Between Tenants, Adjoining Landowners or with the Occupiers of Nearby Houses

- In the case of a dispute between the tenant and any other tenant of any allotment plot on the site, adjoining landowners or the occupant/s of any nearby houses the matter shall be referred to OPC and/or its appointed Officer, whose decision shall be final.

2.25 Inspection and Access

- The allotment may be inspected by an appointed Officer or the Police at any time and tenants must give whatever access is required by them with or without notice.
- Tenants must comply with any reasonable directions given by an appointed officer or external contractor acting on behalf of OPC in relation to any allotment or site.

2.26 Special Conditions

- Not to take or carry away, or sell any mineral, gravel, clay or sand from the site.
- Shall observe and undertake any other special condition/s which OPC considers necessary to preserve the allotment plot or the site from deterioration and of which notice shall be given to the tenant.
- To advise OPC of any damage to fences, water equipment (troughs or pipes etc.) as soon as reasonably possible.

3. Termination by The Council

3.1 OPC may terminate any allotment tenancy in any of the following ways:

- a) By giving one month written notice to quit if:
 - The rent is in arrears for forty days or more whether lawfully demanded or not; or
 - The tenant is in breach of any of these rules or of their tenancy agreement. However, any breach of rules related to the cultivation of the allotment can only be grounds for notice to be given if at least three months have elapsed since the commencement of the Tenancy; or
 - It appears to OPC, on a balance of probabilities, that the tenant is no longer eligible to be an allotment holder.
- b) At any time after twelve calendar months written notice by OPC, such notice to expire on or before 6 April or after 29 September in any year.

3.2 On the death of the named tenant, the tenancy will cease automatically. However, the tenancy may be transferred to a family member at the discretion of OPC.

3.3 At the termination of the tenancy, the outgoing tenant shall leave the allotment plot in the state and condition as described in section 2.6 above.

4. Termination by The Tenant

- The tenant may terminate the tenancy at any time by giving one month's notice in writing to OPC.
- If a tenant decides to stop cultivating an allotment part way through a year, they must notify OPC so that the allotment may be let to a new tenant without delay.
- Any tenant not wishing to renew their tenancy should inform OPC by January before the start of the tenancy year in April.
- The tenant shall yield up their allotment plot if they move home and their new home is more than one mile outside of the parish of Odiham and North Warnborough.
- The allotment plot shall be left in the condition that complies with the terms set out in this document.

5. Council's responsibilities

OPC either directly or through external contractors, acknowledges the following responsibilities:

5.1 Administration

Keeping waiting lists, letting plots, rent collection, terminations, and enforcement of rules and inspections, liaising with the Tenants Association and individual Tenants and others, monthly plot inspections, legal formalities, payment of site utilities, Public Liability Insurance.

5.2 Repairs and Maintenance

Repairs to site perimeter fences, gates and water installations, maintenance of paths and perimeter hedges and trees on the allotment site and vacant plot management.

5.3 Infrastructure

Provision and maintenance of notice boards, gates, water infrastructure and security fences where necessary and site security.

5.4 Liability

OPC is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants shall report any incidents of theft and vandalism to the Police and the authorised Office.

6. North Warnborough Allotment Tenants Association (NWATA) Responsibilities

OPC proposes to support the setting up of the Tenants Association during its first year by taking on all the main tasks with a view to delegating a proportion of these tasks to the Association at the start of the second year.

6.1 First growing period/year

It is expected that in its first year the Tenants Association will:

- I. Form a management committee, consisting of chairman, secretary, treasurer, site stewards and as many other members as deemed necessary
- II. Appoint two site stewards whose duties will include:
 - Engaging with all plot holders
 - Dispute resolution
 - Ensuring the tidiness of the site
 - Health and Safety
 - Liaising between plot holders and the management committee
 - Liaising with OPC
- III. Organise membership of National Allotments Society for all tenant holders.

6.2 Subsequent years

It is expected that the Tenant's association will take responsibility for the following:

- Grounds and site maintenance,
- To add and improve facilities for members,
- Provide a high level of help for new tenants,
- Organise social events for members,
- Improve and maintain relations with residents and the wider community,
- Help with tenants' grievances and complaints,
- Communicate with OPC,
- Raise funds to help finance all of the above.

6.3 Tenants Association Rules & Regulations formed in conjunction with OPC will form part of any future revised Allotment Rules & Regulations

Odiham Parish Lengthsman Scheme

	PROJECT	NOTES/STATUS
1	Clearance of FP7 from The Street to Robert Mays school.	
2	Build up edges of paths to play areas and MUGA at Rec to remove trip hazards.	
3	Footpath 31 running from the Recreation Ground to Alton Road.	Last completed 03.02.22.
4	Footpath 31 running from Alton Road to The Bury.	Last completed 03.02.22.
5	Clearance of foliage opposite side of the road to Hatchwood House and is the area around Broad Oak roundabout up to the new housing estate and then from just over the brow of the hill it's the stretch running past the 3 houses called Beggars' Roost	
6	The stretch around the roundabout, to the west side where the underpass comes up, and up to the Hatchwood development gets very overgrown in the summer and could probably do with attention twice a year, maybe June/July and September/October.	15.01.21 - condition fair.
7	The stretch from Hatchwood past Spectro to the first of the 3 houses not visible from the road (I think that one is Steep House) is usually fine and probably only needs attention once a year. Most of it is looked after by the residents.	15.01.21 - condition fair.
8	The stretch past Steep House, Peter Carring and Beggars' Roost gets really bad and could do with attention twice a year	15.01.21 - condition fair.
9	Clear footpath from Salmon's Road to Buffins Corner.	Need to establish exact location.
10	Recreation Ground MUGA - clear leaves & moss on the paths surrounding the MUGA.	
Other matters from previous years for consideration		
	<i>Clearance of weeds on the pavement at top of Dunley's Hill down for approx 200m from Alton rd roundabout, opposite Texaco garage.</i>	<i>Open</i>
	<i>Removal of leaves Oct/Nov along High Street and Dunleys Hill</i>	<i>Open</i>
	<i>Clearance work Love Lane footpath</i>	<i>Nettles at cricket pitch end and overhanging branches full length, leaf clearmace in Oct/Nov</i>
	<i>Grass cutting alongside the FP on the Firs</i>	
	<i>Clearance of vegetation around the street signs in North Warnborough, Deptford Lane area mainly if not completed by Highways</i>	
	<i>Installation of grasscrete near Leapfrogs</i>	<i>Review requirement - reorder grasscrete if necessary</i>
	<i>Basic clearance of FP71 North Warnborough The Mill to Common</i>	
	<i>Hammer in the aluminium strips on poost and rail fence at Priors Corner and Peace Garden</i>	