

**RAINHILL PARISH COUNCIL AGENDA**  
**2<sup>nd</sup> September 2019**

1. To receive apologies for absence  
PUBLIC SESSION The public may speak on any matters of concern, but the Council may not make any lawful decision during this session.
2. To receive declarations of interest from members
3. To consider and approve the minutes of the Ordinary Meeting held on 29th July 2019
4. To receive Police monthly statistics report – for information only
5. To note the contents of the Clerk's Report– for information only
6. To consider the following Planning Applications and note any actions taken:  
P/2019/0550; P/2019/0554; P/2019/0598; P/2019/0551; and P/2019/0585
7. To authorise the accounts payable (list included in report)
8. To consider the provision of CCTV Cameras in Rainhill Village
9. To consider renewal of insurance
10. To authorise submission of representation on Halton Local Plan
11. To consider placing an advert in the Beer Festival programme
12. To approve the audited annual return and amended accounts
13. To consider arrangements for Christmas lights switch on event
14. To consider offer of assistance with fundraising
15. To adopt templates for use of public open space
16. To consider project for tree planting
17. To consider the provision of additional play equipment at Albert Fellowes Park
18. To consider the provision of allotments
19. To receive a report on other open space issues – for information only
20. To receive an update on the Youth Strategy Working Group – for information only
21. To consider a request for a new container at Holt Lane
22. To receive a report from the Mental Health and Disabilities Working Group – for information only
23. To consider provision of a litter bin at Exchange Place
24. To consider recruitment group for replacement Clerk
25. To consider residents comments and complaints
26. To receive reports from member representatives on local organisations:
  - a) Public Open Spaces
  - b) Village Hall Management Committee
  - c) Rainhill Railway & Heritage Society
  - d) Merseyside Association of Local Councils
  - e) Rainhill Gala
  - f) 4F Centre
27. To discuss future agenda items
28. Date & Time of Next Meeting:  
14th October 2019, 7.30pm

**RAINHILL PARISH COUNCIL – MINUTES**  
**29<sup>th</sup> JULY 2019**

At a meeting of the Parish Council held at 7.30pm on Monday 29th July 2019 at Rainhill Village Hall, the following were present:

Cllrs: I. Brown, A. Daniels, D. Greaves, D. Hendrick, A. Howitt, A. Lerner, M. Rothwell, J. Tasker, W. Williams.

2 members of the public were present.

**19.75 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Cllrs: G. Barker, G. Roberts, S. Roscoe, K. Stevenson-Black, and G Ward.

**19.76 DECLARATIONS OF INTEREST**

No declarations of interest were made.

**19.77 MINUTES OF THE ORDINARY MEETING HELD ON 17<sup>th</sup> JUNE 2019**

It was resolved that the minutes of the Ordinary Parish Council Meeting held on the 17<sup>th</sup> June 2019 should be approved and signed by the Chair as a correct record.

**19.78 TO RECEIVE MERSEYSIDE POLICE MONTHLY STATISTICS REPORT**

Resolved that the report of the crime statistics for Rainhill be noted. However, Cllr Greaves acknowledged that this was not a true reflection of the incidents occurring, as residents were unable to report all incidents.

**19.79 CLERK'S REPORT**

It was resolved that the contents of the Clerk's report be noted. It was requested that the Merchant Navy Day ceremony also include remembrance of Latour-en-Woëvre.

**19.80 PLANNING APPLICATIONS**

It was resolved to note the following actions taken in relation to planning applications:

The following applications were left to neighbourhood consultation and no additional comments submitted:

P/2019/0431 Cladding of existing building to cover render, Rainhill Guide House, Old Lane.

P/2019/0468 Single story rear extension, 5 Allendale Avenue.

P/2019/0470 Single storey rear extension projecting 6m from the rear, 4m high overall, and 2.4m to the eaves, 391 Warrington Road.

P/2019/0486 Listed building consent for replacement windows, Deans House Farm, Blundells Lane.

P/2019/0490 Single storey rear extension, 34, St Winifred Road.

P/2019/0505 Single storey extension to side and rear elevation, 28 Knowsley Road.

An objection had been submitted to the following applications:

P/2019/0442 Works to crown lift 3no trees covered by a Tree Preservation Order, 20 Owen Road.

P/2019/0472 Single storey rear extension to the existing attached garage, 5 Badgers Close.

P/2019/0487 Demolition of existing garage and erection of 2no cabins, Loyola Hall, Warrington Road.

P/2019/0528 First floor side extension, single storey rear extension along with conversion of existing garage into a habitable room, 28 Goldsworth Fold.

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**19.81 ACCOUNTS FOR PAYMENT**

It was resolved that the following items were approved for payment:

<b>Payee</b>	<b>Description</b>	<b>Amount</b>	<b>Ref</b>
Water Plus	AFP Playing Fields – July	112.58	DD
Water Plus	Holt Playing Fields – July	6.33	STO
Npower	Martin Close (Holt) - July	41.00	STO
Scottish Power	Deepdale Drive (AF Park) - July	10.00	STO
Parish & Town Training, Lancashire	New Cllrs Workshop x2	126.00	087
G Pinder	Telephone	15.00	
	Salary - July (less Tax, NI & Pens)	1190.26	
	Photocopying	4.25	
		1209.51	TFR384
Merseyside Pension Fund	LGPS – July	332.08	TFR385
Alpha Metals	3 Train Screens for Houghton Street	450.00	TFR386
Science Museum	Loan of Rocket Locomotive	792.00	TFR387
St.Helens Council	Election Expenses	8004.84	TFR388
Water Plus	AFP Playing Fields – Aug	112.58	DD
Water Plus	Holt Playing Fields – Aug	6.33	STO
Npower	Martin Close (Holt) - Aug	41.00	STO
Scottish Power	Deepdale Drive (AF Park) - Aug	10.00	STO
G Pinder	Telephone	15.00	
	Salary - Aug (less Tax, NI & Pens)	1190.26	
		1205.26	TFR389
Merseyside Pension Fund	LGPS – Aug	332.08	TFR390

**19.82 TO CONSIDER ACTIONS ON OPEN SPACES**

Resolved that discussion on the following items be deferred to the Open Spaces Working Group and returned to a future meeting:

- A tree planting project;
- Provision of play equipment at Albert Fellowes Park;
- Provision of a dog play area;
- Provision of a multi-use games area;
- Any actions arising from the tour of open spaces; and
- Provision of allotments.

The following would be invited onto the working group, Cllrs: Brown, Daniels, Hendrick, Howitt, Roberts, Tasker, Ward, and Williams, with Cllr Williams taking the lead on organising a date.

**19.83 TO CONSIDER REQUEST TO HIRE HOLT LANE PLAYING FIELDS**

Resolved that an application to use Holt Lane playing fields for boot camp training be accepted. An initial trial period to the end of December 2019 would be considered to allow for assessment of the impact. A registration fee of £15.00 would be charged.

**19.84 TO CONSIDER REQUEST FROM RAINHILL UNITED FOR LONG TERM LEASE AT ALBERT FELLOWES PARK**

Resolved that subject to conditions concerning the maintenance of the area as public open space and no additional maintenance costs being transferred to the Parish Council, that the

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**29<sup>th</sup> JULY 2019**

Parish Council confirmed it has no objection to agreeing a long-term lease for pitch hire at Albert Fellowes Park with Rainhill United. Cllrs: Greaves, Hendrick and Tasker were nominated to represent the Parish Council on Rainhill United's Board.

**19.85 TO CONSIDER THE CRITERIA FOR THE GOOD CITIZENSHIP AWARD**

Resolved that the following recommendations of the Good Citizenship Award Group be approved:

- That two new categories be introduced promoting nominations for young people of primary school age and for secondary school age;
- That the eligibility criteria for nominees be extended to any person either living in, or outside Rainhill; and
- That those excluded from nomination be restricted to existing Parish and Borough Councillors plus paid employees of the Parish Council.

**19.86 TO CONSIDER THE PARISH COUNCIL'S FACEBOOK AND WEB PAGES**

Resolved that the existing Facebook and Webpages be closed and any relevant content added to the new site. Guidance for the use of social media sites would be returned to the October meeting.

**19.87 TO CONSIDER NEW SIGNATORIES FOR TSB BANK ACCOUNT**

Resolved that the Cllrs Hendrick and Rothwell be authorised to be signatories to the TSB Bank Account.

**19.88 TO APPROVE THE QUARTERLY BUDGET REPORT AND BANK RECONCILIATION**

The Council reviewed the current budgetary position and bank reconciliation, and resolved to approve the report.

**19.89 TO CONSIDER REVIEW OF STANDING ORDERS TO AMEND PUBLIC PARTICIPATION**

Resolved that Standing Order No.11 be amended to incorporate a period of public participation at the beginning of each meeting.

**19.90 TO CONSIDER REQUEST FOR NEW CONTAINER AT HOLT LANE**

Resolved that Rainhill Rockets be invited to a meeting with the Open Spaces Working Group to discuss further detail.

**19.91 TO CONSIDER REQUEST TO RECOMMISSION THE SHOWERS AT ALBERT FELLOWES PARK PAVILION**

Resolved that Rainhill Town be invited to a meeting with Cllrs Rothwell, Tasker and Williams to investigate costs and alternative solutions.

**19.92 TO CONSIDER THE CREATION OF A 'MENTAL HEALTH & DISABILITIES' WORKING GROUP**

Resolved that Cllrs Hendrick, Howitt, Roscoe, Rothwell, Tasker and Williams form a working group to raise awareness of mental health and disability issues and investigate how the Council could support sufferers. A report would be returned to the September meeting regarding Invisible Disabilities Week.

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**19.93 TO CONSIDER THE FEASIBILITY OF A VE DAY COMMEMORATION**

Resolved that Cllrs Barker, Daniels, Hendrick, Howitt, Larner and Tasker form a working group to discuss how the Parish Council could help local groups celebrate the VE Day Commemoration in May 2020, and report back to a future meeting.

**19.94 TO CONSIDER INVITING A REPRESENTATIVE FROM RAINHILL HIGH SCHOOL TO BE A YOUTH AMBASSADOR FOR THE PARISH COUNCIL**

Resolved that the Parish Council would invite representatives from Rainhill High and Tower College to be Youth Ambassadors, to contribute to Parish Council agendas and attend meetings.

**19.95 TO CONSIDER RESIDENTS COMMENTS AND COMPLAINTS**

Resolved that the complaints in the agenda report be noted and:  
The issue of neighbour disturbance caused by children playing at Swan Farm Gardens be noted. Whilst the disturbance is acknowledged the Parish Council would not seek to discourage play on open fields.

A letter had been received from several residents regarding the position of a bollard in a communal courtyard. The Parish Council have no jurisdiction over private land and could not intervene in the issue.

Cllr Greaves encouraged residents to claim recycling rewards, through St.Helens Council, which provide benefits for the community. Residents need to log on through the Council website to receive benefits.

Cllr Williams requested Council support to promote the national 'Refill' scheme. The Council were pleased to support this scheme and Cllr Williams would visit businesses in Rainhill to encourage participation.

**19.96 TO RECEIVE REPORTS FROM MEMBER REPRESENTATIVES ON LOCAL ORGANISATIONS**

Resolved that the Council noted the following reports:

- Public Open Spaces: All items had been discussed on the agenda.
- Village Hall Management Committee: Cllrs Daniels, Hendrick and Tasker would be attending a meeting on 12<sup>th</sup> August.
- Rainhill Railway & Heritage Society: Cllr Tasker reported that the group had organised a summer trip and other events were planned.
- Merseyside Association of Local Councils: No meetings had taken place
- Rainhill Gala: Cllr Larner would attend the next meeting due in September.
- 4F Centre: Cllrs Greaves and Tasker reported that paperwork was now being sorted to change bank accounts, etc. Planned improvements to add security lighting and CCTV were underway. There was to be a tightening of standards for users, with access permitted only 30mins before a session. The Centre remained financially stable.

**19.97 DATE & TIME OF NEXT MEETING**

It was resolved that the next ordinary meeting would be held on Monday 2<sup>nd</sup> September 2019, starting at 7:30pm, the venue being Rainhill Village Hall.

The meeting closed at 8.35 pm.

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Chair of the Parish Council  
2<sup>nd</sup> September 2019

## Police Report

Merseyside Police Report for Rainhill Parish Council Meeting Monday 2nd September 2019  
 Area: Rainhill Month: July 2019

	2018	2019	Diff	% Diff	Description
Burglary Business & Community	1	3	2	200	1) Male offender leans over staff area & steals box containing cigarettes - Warrington Road 2 & 3) Entry forced to building under renovation x 2 - damage caused - Warrington Road
Burglary Residential	2	3	1	50	1) Entry through rear door overnight - occupants asleep - vehicle & work tools stolen - Warrington Road 2) Rear door lock snapped - car keys & car stolen - car found abandoned 2 hours later - Knowsley Road 3) Door handle snapped - disturbed by residents - Severn Road
Criminal Damage	5	1	-4	-80	1) Males son upset & damages a mirror & cupboard in his bedroom - Braithwaite Close
Drugs	3	1	-2	-67	1) Electricity worker enters under warrant - sees cannabis plants & equipment in property - Lee Close
Other Theft	7	5	-2	-29	1) Male calls at elderly females claiming to be the Gardner - takes all from her money box - Trent Road 2-4) Fuel put into vehicles x 3 - no attempt to pay - Texaco - Warrington Road 5) Surveying equipment stolen from building site - Warrington road
Public Order	5	4	-1	-20	1) Three males call making threats to hit resident with an iron bar - Warrington Road 2) Argument involving partners - shouting & swearing - witnessed by young child - Severn Road 3) Threats made to male - male caller to address heard to say he wanted his money - Holt Lane 4) Threats made to smash house windows & persons phone - Tasker Terrace
Robbery Business	0	0	0	0	
Robbery Personal	0	0	0	0	
Theft Bike	0	0	0	0	
T.F.M.V.	1	4	3	300	1) Number plates stolen from vehicle while parked outside house - Weaver Avenue 2) Part of the rear car bumper stolen - Mill lane 3) Vehicle window broken - handbag, purse, cards, wallet & money stolen from vehicle - Marian Close 4) Number plates stolen from vehicle - Warrington Road
Theft Shop	2	0	-2	-100	
T.O.M.V.	0	0	0	0	
Vehicle Interference	1	0	-1	-100	
Total	27	21	-6	-22	
ASB	11	15	4	36	

**RAINHILL PARISH COUNCIL - CLERK'S REPORT  
SEPTEMBER 2019**

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The Clerk's report is in two parts:

- The first part relates to actions that have already been taken. These items will not have a corresponding Agenda item and shouldn't need any further discussion.
  - The second part relates directly to Agenda items and is intended to assist any discussion of Agenda items. These notes are for information only and should only be discussed as each Agenda item is reached.
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**PART 1 - ACTIONS TAKEN**

**5. CLERKS REPORT**

All actions resulting from resolutions made at the 29<sup>th</sup> July ordinary meeting have either been completed or are in progress. Additionally I can report the following:

**5.1 CLERKS HOLIDAYS**

The Clerk will be on holiday 4<sup>th</sup> – 8<sup>th</sup> November 2019.

**5.2 WEBSITE CONSULTANCY & SUPPORT**

As you will be aware, the existing web site is updated by the Clerk, but more technical jobs can be beyond my capabilities and we have previously paid a small consultancy and support fee each year to Mr Walsh, to provide support when needed. Given the proposed change to the website, I wrote to Mr Walsh and offered to pay the usual consultancy fee (£50) for last year and give notice that his services would not be required in the future. Mr Walsh has indicated that the fee was not required as little support had been needed. I have offered to notify him when the current site is closed.

**5.3 MERCHANT NAVY DAY**

A service to commemorate Merchant Navy Day and hoist the Red Ensign has been arranged for Tuesday 3<sup>rd</sup> September 2019. St. Ann's Church will host the event with the service hopefully taking place by the flagpole, with tea and coffee served in the Church afterwards.

**PART 2 - AGENDA ITEMS – SUPPLEMENTARY NOTES****6. PLANNING APPLICATIONS**

The following applications have been assessed and comments submitted as indicated:

An objections has been submitted on the following applications:

P/2019/0550 Erection of new entrance gates; replacement boundary fence on sandstone wall and widening of driveway, Heatherlands, Mill Lane

P/2019/0554 Erection of a two storey annexe with link to main house, Sandy Carr Farmhouse, Hall Lane

P/2019/0598 Demolition of existing rear extension and erection of a part two storey part first floor side extension, conversion of existing garage to a habitable room, single storey rear extension and a front canopy, 33 Sherman Drive.

No comment has been submitted for the following applications and the closing date for comments will have passed at the time of the meeting:

P/2019/0551 Demolition of existing conservatory and erection of a single storey rear extension, 28 Kendricks Fold

P/2019/0585 Single storey rear extension, side canopy, raised patio to rear along with landscaping works, 50 Ritherup Lane

**The Council should note the actions taken.**

**7. TO AUTHORISE ACCOUNTS FOR PAYMENT**

Payee	Description	Amount	Ref
G Pinder	Photocopying	3.60	
G Pinder	Clerk's Salary - Sept	1190.06	
	Telephone	15.00	
	Antivirus Protection	7.99	
	Key cutting	3.00	
		1219.65	TFR391
Merseyside Pension Fund	LGPS – Sept	332.08	TFR392
HMRC	Tax & NI (Jul - Sep)	710.44	TFR393
Scottish Power	Albert Fellowes Park - Sept	41.00	STO
Npower	Martin Close (Holt) - Sept	10.00	DD
Water Plus	Albert Fellowes Park – Sept	112.58	DD
Water Plus	Holt Playing Fields – Sept	6.33	STO
Eco Garden	Donation for painting benches	120.00	TFR394
N Lucas	Materials for painting benches	12.00	088
PKF Littlejohn	External Audit Fee	360.00	TFR395
Village Hall	Legal Services	90.00	
Village Hall	Electrical Services	778.20	
Village Hall	Emergency Lighting Test	240.00	
Village Hall	Music Licence	741.76	
		1849.96	TFR396
Zurich Municipal	Insurance Renewal Premium	1700.54	TFR397
Unity Trust Bank	Bank Charges (Jul - Sep)	18.00	DD

**The Council should consider approving the above payments.**



**8. TO CONSIDER THE PROVISION OF CCTV CAMERAS IN RAINHILL VILLAGE**

A local resident has been invited to address the Parish Council meeting to discuss the provision of additional CCTV cameras around the village. This item has been included to facilitate discussion.

**For information only.**

**9. TO CONSIDER RENEWAL OF INSURANCE**

The 5 year deal agreed with Zurich expires on 17<sup>th</sup> September 2019. During the 5 year deal the Council paid the following premiums:

2014/15 £932.63

2015/16 £952.02

2016/17 £1010.69

2017/18 £1055.88

2018/19 £1567.82 (due to uplift in valuation of buildings & loan of Rocket)

If the Council remains with Zurich a 1 year agreement would cost £1877.15.

A 3 year agreement with Zurich would cost £1787.78 per year.

A 5 year agreement with Zurich would cost £1700.54 per year.

As with the previous agreement there are conditions where premiums will still increase during the agreed period, e.g. the increases in line with inflation automatically applied to cover for buildings and specified valuables. This may be a good time to have the existing specified valuables re-valued to ensure the cover is adequate, however, this will incur a cost.

As we are at the end of a fixed term contract, alternative quotes have been obtained for comparison. A table of the cover provided and premiums charged has been circulated.

Having considered all aspect of the policies received it is recommended that a renewal be undertaken with Zurich, and given the reduction offer for long-term contracts, for a further 5 years.

**The Council should consider approving renewal of insurance cover with Zurich and whether they wish to enter into a long term contract. Revaluation of the specified valuables should also be considered.**

**10. TO AUTHORISE SUBMISSION OF REPRESENTATION ON HALTON LOCAL PLAN**

Halton Borough Council have published their Delivery and Allocations Local Plan for a period of public consultation which ends on 19<sup>th</sup> September.

A copy of the plan can be found at:

<https://www3.halton.gov.uk/Pages/planning/policyguidance/planningplans.aspx>

- Of significance, since their last consultation the housing delivery figure has been reduced from 466 to 350 units per annum. Policy CS(R)1 and CS(R)3 provide a detailed justification for this.
- An area of land covering 17.24ha north of Cronton, adjacent to Norlands Lane (SG10) has been safeguarded, and Policy GB 2 explains why this has been designated as such.

It is considered that the effect of the safeguarding allocation SG10 would erode the Green Belt between Rainhill and Cronton contrary to guidance in the National Planning Policy Framework and an objection should be submitted.

A draft representation is attached at Appendix 1 for comment/approval.

**The Council should consider the submission of a representation to the Halton Local Plan.**

**11. TO CONSIDER PLACING AN ADVERT IN THE BEER FESTIVAL PROGRAMME**

Last year the Parish Councillors independently sponsored a barrel of beer at the Rainhill Beer Festival and the Parish Council put an advert in the programme at a cost of £100.00. Preparations are underway for this year's event and the Parish Council need to consider what sponsorship, if any, will be given this year. It has been confirmed that an advert would again cost £100.00, as would a barrel of beer.

**The Council should consider sponsorship of the Beer Festival.**

**12. TO APPROVE THE AUDITED ANNUAL RETURN AND AMENDED ACCOUNTS**

The external auditors, PKF Littlejohn LLP, have confirmed that the audit has been completed with only minor issues arising. The report confirms that except for the matters reported below, on the basis of their review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), the information in Sections 1 and 2 of the AGAR is in accordance with Proper Practices and no other matters have come to their attention giving cause for concern that relevant legislation and regulatory requirements have not been met. The matter raised was the late payment of a bill for lighting at the 4F Centre, which due to the postponement of the works, payment fell into the next financial year. The actions recommended are to deduct this figure from the 2018/19 accounts and change the figures in the AGAR. A copy of the External Auditors report is included at appendix 2, together with the revised AGAR showing amendments.

Accordingly the 2018/19 have been amended deducting £2,376.00 from expenditure and presenting the revised figures. A copy of the revised accounts is presented at appendix 2, these should be considered and approved for signing by the Chair.

A full copy of the Annual Return, is available for inspection on our web site and on the noticeboard (a paper copy will be available at the meeting, but if you would like an electronic copy in advance please let me know). The Annual Return and notice of conclusion of audit must be published for at least 14 days, this commenced on 20<sup>th</sup> August 2019.

**The Council should consider approving and accepting the final version of the Annual Return and amended accounts, and authorising payment.**

**13. TO CONSIDER ARRANGEMENTS FOR CHRISTMAS LIGHTS SWITCH ON EVENT**

Each year the Parish Council host a Christmas lights switch on event, traditionally this is held on the last Friday in November, but could be brought forward if preferred. In previous years the event has been supported by a local school choir. This year St.Bartholomew's Primary School have confirmed that they are happy to take part. The event is normally held on the forecourt of the Victoria Hotel, who provide electricity for the accompanying music/loud speakers. The venue has been popular due to its proximity to the Christmas Tree which is situated in Houghton Street. However, last year

the event was proving so popular that the crowd was beginning to spill out onto Warrington Road, raising health and safety concerns.

The following changes have been suggested:

The timing of the event is moved to a Saturday afternoon, allowing working parents to attend.

The location of the event is moved to accommodate greater numbers safely.

There should be no insurmountable problems with changing the timing of the event. St. Helens Council would be happy to provide an electrician on a Saturday. St. Bartholomew's have been approached regarding a change to a Saturday and confirmation is awaited that children and staff will be available.

Alternative venues for the tree and event have been considered but each raises issues, mainly with the safe supply of electricity for the tree lights, though these could be pursued further should the Council wish to do so. The optimum solution at present is to keep the tree in the village centre location but position the children's choir either in Houghton Street or on the Commercial Car Park (with permission) so that the crowd would be positioned in a safe location.

**The Council should consider the date and location of the proposed Christmas Lights switch on event and nominate volunteers to liaise with the Clerk in planning this year's event.**

#### **14. TO CONSIDER OFFER OF ASSISTANCE WITH FUNDRAISING**

Cllr Ward has received offers of help with fundraising and would like to discuss these with the Council to see if they are to be pursued.

**The Council should consider if it wishes to pursue the offers of help with fundraising.**

#### **15. TO ADOPT TEMPLATES FOR USE OF PUBLIC OPEN SPACE**

Members will recall that a request was received to set up a boot camp to operate from Holt Lane playing fields. This was the first of such requests, and documents were not in place to accept an application. Several documents have since been prepared and are now presented for adoption for use on any future such applications. Whilst those presented are specific to the boot camp, the format would be used as a template for other applicants.

Copies of the following documents are included at appendix 3:

- Code of Conduct for Outdoor Fitness Training
- Outdoor Fitness Terms and Conditions
- Outdoor Training License Application Form

**The Council should consider adopting the documents for future use.**

#### **16. TO CONSIDER A PROJECT FOR TREE PLANTING**

The Open Spaces Working Group met on 7<sup>th</sup> August to discuss a number of issues affecting areas of open space. The following items are recommendations from that meeting.

Tree planting – the working group recommend exploring what Mersey Forest and possibly the Woodland Trust can provide in terms of donations and expertise. That

children and the community are involved in the project. The planting season would be between October and February. Manageable native species, for example Rowan and Hawthorn should be used, and possibly apple. Potential sites would include the open space at Old Lane, Albert Fellowes Park – along its southern border and possibly around the playground.

**The Council should consider pursuing a programme of tree planting in accordance with the Open Spaces Working Group's recommendations.**

**17. TO CONSIDER THE PROVISION OF ADDITIONAL PLAY EQUIPMENT AT ALBERT FELLOWES PARK**

Background

Following a resident's request, the Parish Council resolved to delegate to Executive Committee authority to consider a costed scheme for the replacement of two pieces of play equipment at Albert Fellowes Park. (MIN 19.37: March 2019)

At a meeting of Executive on 15<sup>th</sup> April it was resolved that a scheme for two new pieces of equipment be costed in addition to retaining the existing equipment. This did not prove feasible and an alternative scheme was presented to Parish Council at the 17<sup>th</sup> June meeting proposing one new piece of equipment. A decision was deferred to allow for consideration by the Open Spaces Working Group on 7<sup>th</sup> August.

The recommendation is that the equipment is not provided. The play area requires a tidy up, including weeding and railings painted, help from Community Payback could be explored. Any new flooring could incorporate hop-scotch, etc. Funding for these improvements could be sought from St.Helens Council or Proceeds of Crime Funds. An assessment is needed of the potential costs.

**The Council should consider rejecting the request for additional equipment and pursuing improvements to the play area through other methods.**

**18. TO CONSIDER PROVISION OF ALLOTMENTS**

The Open Spaces Working Group also considered the provision of allotments, potentially on land currently underused as open space. As a first step it is recommended that neighbour consultation is undertaken with the residents closest to the piece of land. If agreed this consultation would be undertaken in Autumn. It was considered that the proposed project would fit well with Rainhill Together and the aims of the Mental Health and Disabilities Working Groups. Contact would be made with Mind and the Stroke Association to seek support. The project would also be in keeping with carbon reduction initiatives.

As previously advised there are many issues to be considered with allotment provision, a number of which are listed below:

Public opinion - Land is currently public open space, its use would be restricted to those with allotments;

Provision – utilities: water; electricity; rubbish collection; pathways; structures;

Tenancy Agreements - terms, management, restrictions;

Suitability of site – condition of land, neighbouring properties, highway access or parking provision, deliveries;

Allotment insurance;

Health benefits of allotment provision.

**The Council should consider if it wishes to pursue provision of allotments, and if so, whether to undertake a public consultation exercise with affected residents in the Autumn.**

**19. TO RECEIVE A REPORT ON OTHER OPEN SPACE ISSUES**

Other issues discussed by the Open Spaces Working Group which do not require a formal decision at this time are reported for information only:

Dog Walking Area

An area at Old Lane open space, adjacent to the 4F Centre is suggested for the provision of an enclosed dog exercise facility. The area could be created by one length of palisade fencing with lockable double gates, to admit mowers, and one pedestrian gate. Additional requirements may be a dog waste bin and a bench. Further information will be gathered on possible costs before presenting to Council for consideration.

Multi Use Sports Court

Whilst the provision of a multi-use sports court could be costly, it may attract funding from the Police Youth Support fund. Albert Fellowes Park has been suggested as a possible location. Photographs of other examples would be gathered and presented to a future Parish Council meeting.

**The Council should note the report from the Open Spaces Working Group.**

**20. TO RECEIVE AN UPDATE ON THE YOUTH STRATEGY WORKING GROUP**

The Youth Strategy Working Group met on 19<sup>th</sup> August and the following issues were discussed.

- The introduction of the Good Citizenship Award youth category.
- The introduction of the Youth Ambassador role.
- Substance Misuse Awareness
- Guidance on the safe use of social media in secondary schools

Cllr Roscoe will provide an update on the current progress with these issues.

**The Council should note the report from the Youth Strategy Working Group.**

**21. TO CONSIDER A REQUEST FOR A NEW CONTAINER AT HOLT LANE**

Members will recall that a request has been received from Rainhill Rockets Football Club to site a storage container adjacent to the changing rooms at Holt Lane playing fields. This item was deferred at the July meeting to allow for a meeting with Rainhill Rockets (RR), this took place on 14<sup>th</sup> August.

At the meeting RR provided a costed scheme for the proposed works, together with evidence that sufficient funds exist to undertake the works. Caution was expressed that the works are technically on the Council's land and may have to be undertaken by Council approved contractors. This issue was pursued with St.Helens Council but a response had not been received at time of writing.

Given that RR have sufficient funds to undertake the project, and a similar project has previously received planning permission, are the Parish Council prepared to submit an application for planning permission on behalf of RR? The planning fee for the application would be £117.00 as the Parish Council receive a 50% reduction on fees. Additional fees may be incurred for the purchase of a location plan, etc., but detailed plans for the scheme are being provided by RR.

Whilst no direct financial assistance is being sought at present the Parish Council may wish to consider if it would provide support should assistance be needed.

**The Council should consider whether to support Rainhill Rockets in pursuit of temporary storage, initially administratively, and possibly financially.**

**22. TO RECEIVE A REPORT FROM THE MENTAL HEALTH AND DISABILITIES WORKING GROUP**

The Mental Health and Disabilities Working Group met on 25<sup>th</sup> August, a report on progress will be provided at the meeting.

**The Council should note the report from the Mental Health and Disabilities Working Group.**

**23. TO CONSIDER PROVISION OF A LITTER BIN AT EXCHANGE PLACE**

A number of complaints have been received regarding litter around the Eco Garden. A meeting was held with representatives from the Eco Garden on 21<sup>st</sup> August to discuss how the Parish Council could help to resolve this. The provision of a litter bin within the garden had previously been considered by the Eco Group, with a decision not to provide one being taken. The Eco Group have agreed to discuss this issue again, but their meeting will only take place after Parish Council meeting. If the idea is rejected again, then the Parish Council should consider the provision of a litter bin on the footpath outside the garden.

The cost for provision of a bin including ground fixing is around £461.88 plus VAT. The cost of emptying the bin on a weekly basis is £163.99 per annum. The Parish Council should agree this expenditure, with the location of the bin being taken afterwards.

**The Council should approve the expenditure to provide a bin at Exchange Place, and the weekly collection costs.**

**24. TO CONSIDER RECRUITMENT GROUP FOR REPLACEMENT CLERK**

The Clerk has notified the Chair of her intention to retire by 31<sup>st</sup> March 2020. Whilst this is a long time off, giving more notice allows for a more efficient and effective process in the selection of a replacement Clerk. The recruitment process can be lengthy, but can commence at a time up to Christmas to be determined by the Council.

It is recommended a recruitment group are selected at this meeting to consider the following issues:

Review Job Description, Person Specification and Terms and Conditions of Employment;

Agree wording and locations for vacancy advertisement

Agree timetable for recruitment process

Agree selection procedure

Whilst the recruitment process does not have to commence immediately, an early start would allow for contingency should any issues arise and provide for a handover period before the end of March. Should a suitable replacement be found straightaway, the Clerk is content to vacate the post at an earlier date, to be agreed with the Council.

**The Council should consider establishing a recruitment group.**

## **25. TO CONSIDER RESIDENTS COMMENTS AND COMPLAINTS**

The Clerk has dealt with correspondence including those relating to: The status of the railway station footbridge as a public right of way; ASB at Amanda Road open space. The following correspondence requires further consideration:

### Comment on Parish Council Strapline and painting of milestones

An email has been received with the following observation:

"I have noticed the motto at the bottom of the shield on the Parish Council notepaper says "Birthplace of the Railways". This also appears on one of the signs with a picture of the Rocket which is at The Stoops. Historians would disagree with this statement. Rainhill was not the 'birthplace of the railways'. The slogan 'Home of the Rainhill Trials' is more appropriate wording. I do like the design of the shield but wondered if the wording could be changed?"

Advice was sought from the Chairman of Rainhill Railway and Heritage Society who responded as follows:

"Some" historians might disagree. (especially those from the North East!)  
On the basis that the Liverpool and Manchester Railway was conceived as the world's first Inter-city Railway, and that the success of the Rocket at Rainhill represented the quantum leap in the development of steam locomotives, then Rainhill is the birthplace of modern railways. By 1830, the L&M was a functioning entity comparable with anything that has come since.  
Pre 1830, Railways were basically industrial tramways, with limited success for locomotives.  
I can see no reason to change the use of either slogan."

### Painting of Milestones

Within the same email, the following request was made:

"Is it possible for the two mile-stones in Rainhill (the one on the skew bridge and the one at The Stoops) to be whitened?"

Work would be required to ascertain the ownership of the mile stones. The stone on the Skew Bridge is listed and whilst no listing can be found for the stone by St.Bart's school the assumption is that it will be listed too. Consent would therefore be required before any works are considered.

**The Council should consider if it wishes to take any further action in regard to the above issues.**

## **26. TO RECEIVE REPORTS FROM EXTERNAL GROUPS**

- a) Public Open Spaces
- b) Village Hall Management Committee
- c) Rainhill Railway & Heritage Society
- d) Merseyside Assoc. of Local Councils
- e) Rainhill Gala
- f) 4F Centre

## **27. TO DISCUSS FUTURE AGENDA ITEMS**

Members are given the opportunity to suggest items for discussion at future meetings.

**For information only.**

**28. DATE AND TIME OF NEXT MEETING**

14<sup>th</sup> October 2019, 7.30pm

Finance working group 18th November 2019, 7.30pm





Halton Borough Council  
Policy, Planning and Transportation  
Via Email

DD MM YYYY

Dear Sirs

## Halton Local Plan - Delivery and Allocations Local Plan

Thank you for consulting Rainhill Parish Council on the above document.

The Parish Council notes that 17.24 ha of land north of Cronton at Pex Hill has been safeguarded, site SG10. This is greenfield and Green Belt land which currently contributes to a buffer between Rainhill and Halton.

As a Parish Council we are completely opposed to ANY development of greenbelt. We therefore object in the strongest possible terms to the plans to remove the land at Pex Hill from the Green Belt to enable development at a later stage, under the misleading guise of 'safeguarding'. We request that this site is removed from the safeguarding list and retains its Green Belt status, which offers the statutory protection that the site requires.

The proposed development of site SG10, Pex Hill, erodes the current Green Belt buffer between Rainhill and Halton, undermining its purpose of preventing neighbouring towns merging into one another, contrary to the National Planning Policy Framework.

Any potential future development of this land would result in increased traffic on road that are unsuitable to accommodate further traffic.

Yours faithfully,

Gillian Pinder  
Clerk to Rainhill Parish Council



Awarded for excellence

### Section 3 – External Auditor Report and Certificate 2018/19

In respect of

Rainhill Parish Council – LA0174

#### 1 Respective responsibilities of the body and the auditor

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2019; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

Our responsibility is to review Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with guidance issued by the National Audit Office (NAO) on behalf of the Comptroller and Auditor General (see note below). Our work **does not** constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and **does not** provide the same level of assurance that such an audit would do.

#### 2 External auditor report 2018/19

Except for the matters reported below, on the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

The AGAR was not accurately completed before submission for review. Please ensure that amendments are corrected in the prior year comparatives when completing next year's AGAR:

- A payment set up, authorised and processed after the year-end has been incorrectly included as an item of expenditure and as a reconciling item in the bank reconciliation. The figures in Boxes 6, 7 and 8 should read £35,874, £82,890 and £82,890, respectively.

Other matters not affecting our opinion which we draw to the attention of the authority:

None

#### 3 External auditor certificate 2018/19

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2019.

External Auditor Name

PKF LITTLEJOHN LLP

External Auditor Signature

PKF Littlejohn LLP

Date

19/08/2019

\* Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews for 2018/19 in Auditor Guidance Note AGN/02. The AGN is available from the NAO website ([www.nao.org.uk](http://www.nao.org.uk))

## Section 2 – Accounting Statements 2018/19 for

### RAINHILL PARISH COUNCIL

	Year ending		Notes and guidance
	31 March 2018 £	31 March 2019 £	
1. Balances brought forward	53,285	67,735	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	63,400	67,000	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	5,094	4,452	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	19,444	20,423	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and employment expenses.
5. (-) Loan interest/capital repayments	NIL	NIL	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	34,600	<del>38,250</del> 35,874	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	67,735	<del>80,514</del> 82,890	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	67,735	<del>80,514</del> 82,890	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – <b>To agree with bank reconciliation.</b>
9. Total fixed assets plus long term investments and assets	172,420	176,478	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	NIL	NIL	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).
11. (For Local Councils Only) Disclosure note re Trust funds (including charitable)	Yes	No	The Council, as a body corporate, acts as sole trustee for and is responsible for managing Trust funds or assets.
		NO	N.B. The figures in the accounting statements above do not include any Trust transactions.

I certify that for the year ended 31 March 2019 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

*CPinder*

Date

13/05/19

I confirm that these Accounting Statements were approved by this authority on this date:

13/05/19

as recorded in minute reference:

19:48

Signed by Chairman of the meeting where the Accounting Statements were approved

*GWBaines*

# RAINHILL PARISH COUNCIL

## ACCOUNTS 2018/2019

2017/2018		2018/2019	
£	RECEIPTS	£	
63,400.00	Precept	67,000.00	
1,631.00	Football Pitch Hire	714.00	
489.69	4F Centre Insurance Premium	504.37	
75.00	Other	515.14	
2,897.72	VAT reclaimed	2,718.70	
<hr/>		<hr/>	
68,493.41	<b>TOTAL RECEIPTS</b>	71,452.21	71,452.21
	<b>PAYMENTS</b>		
24,311.81	Administration	25,358.18	
7,371.23	Public Open Spaces	7,546.42	
11,023.00	Village Hall	11,023.00	
5,684.56	Environmental Expenses	7,837.50	
1,814.15	Publicity	1,594.44	
1,120.24	S137 Payments	858.48	
0	Contingency	0	
2,718.70	VAT payable	2,078.97	
<hr/>		<hr/>	
54,043.69	<b>TOTAL PAYMENTS</b>	56,296.99	56,296.99
	<b>CUMULATIVE FUND BALANCE</b>		
53,284.90	Balance Brought Forward at 1/4/2018	67,734.62	
68,493.41	Plus Total Receipts	71,452.21	
<hr/>		<hr/>	
121,778.31		139,186.83	
54,043.69	Less Total Payments	56,296.99	
<hr/>		<hr/>	
67,734.62	Balance carried forward at 31/3/2019	82,889.84	82,889.84

# RAINHILL PARISH COUNCIL

## BALANCE SHEET AT 31/3/18

2017/2018		2018/2019
£		£
nil	A) LONG TERM ASSETS Investments	nil
67,734.62	B) CURRENT ASSETS Cash in Hand	82,889.84
67,734.62	C) TOTAL ASSETS (A+B)	82,889.84
nil	D) CURRENT LIABILITIES	nil
67,734.62	E) NET ASSETS (C-D)	82,889.84
	Represented by:	
21,734.62	Fund Balance	29,440.43
46,000.00	Reserves	53,449.41
67,734.62	Total	82,889.84

The above Statement represents fairly the financial position of the Parish Council as at 31st March 2019 and reflects its income and expenditure during the year.

Approved by the Parish Council on 2<sup>nd</sup> September 2019

Chair:.....

Responsible Financial Officer:.....

**RAINHILL PARISH COUNCIL ACCOUNTS 2018/2019**  
**SUPPORTING NOTES TO THE ACCOUNTING STATEMENTS**

1) **ASSETS HELD BY THE PARISH COUNCIL:**

- i. During the year the Parish Council invested in a new noticeboard and Christmas decorations. A commemorative plaque was donated and erected at the railway station.
- ii. Assets are valued at cost in the Annual Return, in line with most other parish councils. This will be lower than the current value of the assets.
- iii. At the 31st March 2019, the estimated value of the Council's assets was £1,288,512. This valuation is based on replacement costs for Insurance purposes. Significant assets held by the Council and their values include:

Sports Pavilions – Rainhill Park	£227,078
Sports Pavilions – Holt Lane	£270,300
4F Centre building	£775,200

2) **LEASES:**

The Parish Council had the following leases in operation at the close of business on 31st March 2019.

<i>Lessor</i>	<i>Purpose</i>	<i>Annual Lease</i>	<i>Year of Expiry</i>
St. Helens MBC	POS Swan Farm	1.00	2055
St. Helens MBC	POS Two Butt Lane	.50	2057
St. Helens MBC	POS Rainhill Park	4.00	2063
St. Helens MBC	POS First Avenue	.50	2057
St. Helens MBC	POS Holt Lane	-	2068
St. Helens MBC	POS Warburton Hey	-	2062
St. Helens MBC	POS King Edward Close	-	2059
Lariche Investments	Village Hall Land	5.00	2032

3) **EARMARKED RESERVES:**

At the 31st March 2019 the Parish Council had the following earmarked reserves.

<i>Earmarked Reserve</i>	<i>Balance at 1/4/2018</i>	<i>Contribution to Reserve</i>	<i>Contribution from Reserve</i>	<i>Balance at 31/3/2019</i>
Development	£35,000	£10,000	2,550.59	£42,449.41
Election	£11,000	nil	nil	£11,000.00
			<b>Total</b>	<b>£53,449.41</b>

RAINHILL PARISH COUNCIL ACCOUNTS 2018/2019  
SUPPORTING NOTES TO THE ACCOUNTING STATEMENTS  
Continued.....

4) SECTION 137 EXPENDITURE:

Section 137 of the Local Government Act 1972 and Section 18 of the Local Government Act 2003 enables the Parish Council to spend up to £7.86 per head of population on the electoral role (equivalent to £70,048.00 in 2018/2019) in any one financial year on activities or projects not specifically authorised by other powers.

Expenditure was incurred during the 2018/2019 financial year for the following purposes:

Silent Soldier	£250.00
RBL Poppy Appeal	£50.00
Longton Lane School	£100.00
Willowbrook Hospice	£100.00
Good Citizenship Awards	£297.48
CPRE Donation	£25.00
CPRE Annual Membership	<u>£36.00</u>
Total	£858.48

5) ADVERTISING AND PUBLICITY:

The following costs for advertising and publicity were incurred during the 2018/2019 financial year.

i)	Recruitment Advertising	nil
ii)	Other Advertising	nil
iii)	Publicity	£1,681.94

6) PENSIONS:

Payments to the Merseyside Pension Fund are made on behalf of the Council's only employee, the Clerk to the Council / Responsible Financial Officer. Employer contributions were made at the rate of 17.7% of the Clerk's salary for 2018/19.

7) The accounts for the financial year 2018/2019 have been produced according to the 'Accounts and Audit Regulations 2015' and in accordance with Financial Reporting Standard (18) 'Accounting Policies'.

# Rainhill Parish Council Code of Conduct for Outdoor Fitness Training

*Adopted: DD/MM/YY Min Ref: 19:??*

## **The purpose of the code of conduct is:**

- To avoid conflict between those undertaking licensed fitness activities on the recreation ground and other users.
- To protect the recreation ground.
- To ensure access to and use of public open space is preserved for all visitors.
- To provide the opportunity for visitors to benefit from, enjoy and engage in fitness training in a variety of outdoor environments.
- To work alongside a licence agreement to ensure that fitness operators are complying with current health & safety regulation and best industry practice for the safety and enjoyment of all participants.
- To ensure that all Fitness Licensed operators are fully insured and hold liability for participant's safety; *Rainhill Parish Council accept no liability for any activity related to outdoor fitness training as part of the licence.*

## **THE CODE:**

The Fitness operator / licensee shall not have exclusive rights over any area of the Authority's Premises and shall ensure that right of way is given to members of the general public visiting the Authority's Premises.

No large items of keep fit equipment shall be used on the Authority's Premises other than hand held equipment e.g. Jogging weights, Kettle bells and resistance bands.

Fitness operators / Licensee's shall leave the Authority's Premises in a clean and tidy condition and be liable for any loss of or damage to any Authority's property through their direct improper use.

The Licensee and their client's shall abide by the recreation ground Regulations.

The Licensee shall ensure that the Authority's Property is not used for the purpose of fitness training i.e. benches, tables, trees, lamp posts, bandstands etc.

Keep all pathways clear and accessible to all users.

The Fitness operator / Licensee shall not display, produce or distribute any sign or advertisement. The restriction of advertising applies to all boards, hoardings, flags, posters etc. displaying any organisation or company or brand name of any goods, including those of the Licensee / Fitness Operator.

The Fitness Operator / Licensee must ensure that no particular area of the Authority's Premises is overused to the extent that it causes unreasonable wear and tear to the fabric of the ground e.g. waterlogged, obviously worn & muddy areas.



**You are not permitted to use:**

Areas within the ground where training activities have a negative impact on other users, residents and Licensee's; e.g. intrusive noise, aggressive language etc.

Areas of high pedestrian activity such as pathways

Areas already in use by current hirers.

Areas closed for renovation or upgrading.

Any structures, including trees, and furniture must not be used for training purposes.

**The following activities are not to be conducted**

Amplified music or audio equipment, whistles and loud shouting or other intrusive noise-generating activities, that could cause disturbance to surrounding residents.

Aggressive, intimidating or unreasonably noisy training activities that interferes with the comfort of other visitors.

Use of objects that mark out an area to imply exclusive use.

As a licence holder you agree to abide by these guidelines at all times. Non-compliance to the above Code of Conduct means you are at risk of losing your Fitness licence and being asked to leave the park with immediate effect.

# Rainhill Parish Council Outdoor Fitness Terms and Conditions

*Adopted: DD/MM/YY Min Ref:*

## 1. Interpretation

In these terms and conditions: -

Application	means the application form submitted by the Licensee as varied by any amendment agreed by the Licensee and the Parish Council or any direction issued by the Parish Council
Approval and Approved	means the written acceptance by the Parish Council.
Authority	means Rainhill Parish Council and includes any person nominated to act as the Authority's Representative
Authority's Property	means the trees, shrubs, railings, fences, lampposts, tables, benches, signs and signposts and all other such items located within the Recreation Ground
Code of Conduct	means the Adopted Outdoor Fitness Code of Conduct
Condition	means a clause within these Terms and Conditions
Commencement Date	means the date of Approval of the Licensee's Application pursuant to conditions 2.1 and 2.2, or such later date as the Authority and the Licensee may agree in writing.
Fitness Camps	means a series of group fitness exercise sessions
Licensee	means the individual or company named as the applicant in the Application
Licence	means the Approved Application and these terms and conditions read together
Licence Period	means the period described in condition 4.1
Notice	means any notice served on the Licensee by letter or email to the contact details set out in the Application until the Authority receives written notification of different contact details
Recreation Ground	means the Holt Lane Playing Fields, Martin Close, Rainhill.
PARQ	means pre activity readiness questionnaire
Session	means one period of fitness training and/or instruction lasting for no more than 60 minutes or until there is a change of participants (whichever first occurs).
Trainer	means individuals employed or paid by the Licensee to carry out the training specified in the Application

The interpretation and construction of the Licence shall be subject to the following provisions:

- A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

# Rainhill Parish Council

## Outdoor Fitness Terms and Conditions

*Adopted: DD/MM/YY Min Ref:*

- The headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of the Conditions;
- References to Conditions are references to Conditions in the section of the Terms and Conditions in which they appear, unless otherwise stated.
- Where the context allows, the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa.

### 2. Registration

- 2.1 The Licensee's Application must be Approved by the Authority before the Licensee or its Trainers will be entitled to conduct training sessions in the Recreation Ground.
- 2.2 In order for the Licensee's Application to be considered by the Authority, the Licensee must have:
  - 2.2.1 Completed the application form in full; and
  - 2.2.2 Paid the applicable licence fee stated at section 3; and
  - 2.2.3 Submitted all supporting documents required by the online application form (such documentation to be submitted for the Licensee and each Trainer).
- 2.3 Failure to comply with condition 2.2 shall entitle the Authority to reject the Licensee's licence application or, where the Licensee's Application has been Approved, terminate this Licence in accordance with condition 8.
- 2.4 The Authority shall be under no obligation to Approve an Application.
- 2.5 The Authority reserves the right, when approving an Application, or at any time during the Licence Period by giving written notice to the Licensee, to limit the Licensee's access to the Recreation Ground.
- 2.6 Upon Approval of the Application the Authority will provide the Licensee with documentation which the Licensee and Trainers must be in possession of at all times whilst carrying out training sessions in the Recreation Ground and produced upon request by any officer or member of the Authority. It is the Licensee's responsibility to ensure that it and its Trainers carry the documentation issued at all times whilst carrying out training sessions. The Authority will charge a fee of £5 for replacement documentation.
- 2.7 Following Approval of the Application the Licensee may carry out training sessions on the ground subject to these terms and conditions, in accordance with the details submitted in the application, or as specified in any direction issued by the Authority.
- 2.8 The Licensee acknowledges that:
  - 2.8.1 This Licence does not guarantee that the ground will be open or that there will be space on the ground for the Licensee or any Trainer to carry out training sessions. The ground maybe closed without notice in extreme circumstances for example extreme weather or unforeseen events. No claim shall be considered under such circumstances.
  - 2.8.2 This Licence does not grant the Licensee or any Trainer priority over any other lawful user of the Recreation Ground and that any pitch bookings, events or booked group activities will take priority over the Licensee's training sessions and the Licensee and its Trainers are expected to relocate if a conflict of interest occurs.

# Rainhill Parish Council

## Outdoor Fitness Terms and Conditions

*Adopted: DD/MM/YY Min Ref:*

### 3. Licence fee

3.1 A licence fee of £15.00 will be payable by the Licensee to cover administration charges.

### 4. Duration

4.1 This Licence shall come into force on the Commencement Date and remain in force until 31<sup>st</sup> December 2019, subject to earlier termination pursuant to condition 8.

4.2 On or before the end of the Licence Period the Licensee may apply for a licence for a further period but nothing in this Licence shall imply any obligation on the Authority to approve such an application.

### 5. Licensee obligations

5.1 The Licensee and its Trainers will at all times exercise the rights and duties under this Licence in a proper and responsible way, having regard to the safety of users of the Recreation Ground the Authority's staff and other third parties.

5.2 Any equipment used for the purpose of fitness training must be hand-held only; any equipment used or activities undertaken must not be detrimental to the Recreation Ground, the Authority's Property or any wildlife.

5.3 The Licensee and its Trainers shall not use the Authority's Property for the purpose of fitness training.

5.4 The Licensee and its Trainers must not leave any equipment or rubbish on the Recreation Ground following a training session and shall ensure the Recreation Ground is left in the same condition that it is found. The Authority reserves the right to charge the Licensee the cost of reinstating the Recreation Ground to its original condition where the Licensee or its Trainers damage the Recreation Ground or the Authority Property.

5.5 The Licensee and its Trainers must not cause any annoyance or nuisance or interfere with the reasonable enjoyment of the Recreation Ground by others.

5.6 The Licensee and its Trainers must adhere to and comply with the Code of Conduct at all times whilst conducting training sessions within the Recreation Ground.

5.7 The Licensee and its Trainers shall comply with all applicable byelaws, orders and local restrictions applicable to the Recreation Ground.

5.8 This Licence does not allow or permit vehicle access into the Recreation Ground. This condition does not prevent the Licensee or its Trainers from parking in the car park subject to parking restrictions.

5.9 The Licensee and its Trainers shall not display, produce or distribute any sign or advertisement whilst within the Recreation Ground except to clients undertaking training or other persons requesting such. No unauthorised advertisements may be displayed. However the Licensee and its Trainers are permitted to wear branded clothing as part of a uniform if they so wish. Any proposed use of the Authority's logo by the Licensee or its Trainers is subject to Approval by the Authority and, where such Approval is given, the Authority's logo may only be used in connection with licensed fitness activities on the Authority's grounds. The Authority retains all intellectual property rights in its name and brand mark.

5.10 This Licence does not allow or permit any music to be played within the Recreation Ground. Any music played within the Recreation Ground must not be at such a level as to cause a nuisance to other users of the Recreation Ground or properties neighbouring the Recreation

# Rainhill Parish Council

## Outdoor Fitness Terms and Conditions

*Adopted: DD/MM/YY Min Ref:*

Ground and the Licensee must have the appropriate Performing Rights Society licence to play music.

- 5.11 The Licensee and its Trainers must not collect monies/fees from his clients whilst in the Recreation Ground.
- 5.12 The Licensee and its Trainers are not permitted to distribute business cards whilst in the Recreation Ground except as requested by any person.
- 5.13 For the purposes of this Licence, one training Session shall be a period of fitness training and/or instruction lasting for no more than 60 minutes OR until there is a change of participants (whichever is the earlier or occurs first). If any training Session continues beyond the said 60 minute limit or after there has been a change of participants, the Licensee (or as the case may be, Trainer) will be deemed to be conducting another training Session for the purposes of this Licence.
- 5.14 The Licensee and its Trainers must not conduct more than the number of weekly training sessions indicated in the Approved Application.
- 5.15 The Licensee and its Trainers must not conduct training sessions outside the times and days of the week indicated in the Approved Application (where the Approved Application contains such details).
- 5.16 The maximum group size for training sessions conducted pursuant to this Licence is the group size indicated in the Approved Application and must not be exceeded.
- 5.17 The Licensee and its Trainers must not deliver fitness training in a style that deviates significantly from the training style indicated in the Approved Application (where the Approved Application contains such details).
- 5.18 This Licence only entitles the Licensee and its Trainers to deliver fitness training on the named Recreation Ground and does not authorise the Licensee or its Trainers to deliver fitness training at any other locations.
- 5.19 Each party to this Licence shall notify the other of any health and safety hazards which may arise in connection with the performance of this Licence as soon as they become aware of them.
- 5.20 While on the Recreation Ground, the Licensee and its Trainers shall comply with any health and safety measures implemented by the Authority in respect of users of the Recreation Ground.
- 5.21 The Licensee shall notify the Authority immediately in the event of any incident occurring where that incident causes any personal injury or damage to property and if requested by the Authority shall provide a copy of the incident investigation report if appropriate.
- 5.22 The Licensee shall complete a PARQ to ensure that participants are able to join in the session and shall supply a sample copy along with the application form.

### **6. Independent Operator**

- 6.1 Nothing in this Licence shall be construed as creating a partnership, contract of employment or relationship of principal and agent between the Authority and the Licensee.

### **7. Indemnity & Insurance**

- 7.1 The Licensee shall throughout the Licence Period maintain Public Liability insurance with an indemnity limit of not less than five million pounds (£5,000,000) for any one event and in

# Rainhill Parish Council

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*Adopted: DD/MM/YY Min Ref:*

addition Employers Liability insurance with an indemnity limit of not less than five million pounds (£5,000,000) in respect of any employees or other persons engaged by the Licensee in delivering training sessions connected to this Licence. The Licensee shall ensure that any subcontractors engaged in delivering training sessions connected to this Licence hold public liability insurance and employers liability insurance equal to or greater than the levels of insurance required of the Licensee unless such subcontractors are covered by the Licensee's insurance policies. Copies of insurance documents must be submitted with the Application and a copy of the current policy or policies must be available for inspection by the Authority at any time during the Licence Period upon request.

- 7.2 The Licensee shall indemnify the Authority against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury, loss of or damage to property, which is caused directly or indirectly by any act or omission of the Licensee or any Trainer.
- 7.3 Subject to clause 7.4, the Authority is not liable for:
- (a) the death of, or injury to the Licensee, its Trainers, clients or invitees to the Recreation Ground; or
  - (b) damage to any property of the Licensee or that of the Trainers, clients or other invitees to the Recreation Ground; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Trainer, clients or other invitees to the Recreation Ground in the exercise or purported exercise of the rights granted by this Licence
- 7.4 Nothing in clause 7.3 will limit or exclude the Authority's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Authority or its employees or agents; or
  - (b) any matter in respect of which it would be unlawful for the Authority to exclude or restrict liability.

### 8 Termination of Agreement

- 8.1 The Authority may revoke this Licence with immediate effect where the Licensee or any Trainer:
- 8.1.1 Is in breach of this Licence and, where the breach is capable of remedy, fails to remedy such breach to the satisfaction of the Authority within 7 calendar days of receipt of written notice requiring the Licensee to remedy the breach, or
  - 8.1.2 Commits a breach of this Licence that is incapable of remedy, or
  - 8.1.3 Commits a material breach of this Licence, or
  - 8.1.4 Repeatedly breaches this Licence; or
  - 8.1.5 Acts in any way that is likely to bring the Authority into disrepute or damage its reputation or interests.
- 8.2 The Authority may terminate the Licence for convenience by giving the Licensee not less than one week's written notice.

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- 8.3 Where the Authority terminates this Licence under condition 8.1 the Licensee shall not be entitled to receive any refund of the Licence fee or any compensation for any outlay made by the Licensee in connection with this Licence.
- 8.4 Where the Authority terminates this Licence under condition 8.2 the Licensee shall not be entitled to receive any refund of the Licence fee and the Authority shall not be obliged to pay any compensation to the Licensee for any outlay or anticipated revenues or profits connected to this Licence.
- 8.5 The Licensee must give not less than one month's written notice to terminate this Licence. No refund for termination of the licence will be given in this instance and any monies outstanding by the Licensee to the Authority will be required to be paid in full.
- 8.6 For the avoidance of doubt, following termination of this Licence by either party, the Licensee and its Trainers shall no longer be licenced and therefore not permitted to run training sessions within the Recreation Ground.

### 9. General

- 9.1 Nothing in this Licence shall render or be deemed to render the Licensee or any Trainer an employee or agent of the Authority.
- 9.2 This Licence contains the entire understanding and agreement between the parties and supersedes all prior representations, documents, negotiations or understandings. The Licensee acknowledges that it has not entered into this Licence in reliance upon any representation by the Authority or anyone acting on its behalf.
- 9.3 Pursuant to the Freedom of Information Act 2000 the Authority is subject to certain legal obligations in relation to public disclosure of information. The Licensee shall co-operate with and assist the authority with any requests for disclosure which the Authority receives under the Freedom of Information Act 2000 which relate to this Licence. The Licensee understands and agrees that the Authority may be required to provide information relating to this Licence or the Licensee to a third party in order to comply with its obligations under these provisions
- 9.4 Nothing in this Licence shall fetter the Authority in the exercise or discharge of its functions, powers and duties (Including, without limitation, the power to close all or part of the Recreation Ground either on a permanent or temporary basis or to temporarily use all or part of the Recreation Ground for an event).

### 10. Disputes

- 10.1 In the event that any dispute arises between parties in connection with this Licence, the parties shall, in the first instance, use their reasonable endeavours to resolve it amicably themselves.
- 10.2 Disputes remaining unresolved shall, if parties agree, be referred to non-binding mediation.
- 10.3 In the event that the parties do not agree to non-binding mediation or if the dispute remains unresolved, the dispute shall be referred to the exclusive jurisdiction of the Courts of England pursuant to condition 11 below.

### 11. Law and Jurisdiction

- 11.1 This Licence shall be governed by and construed in accordance with English Law and the Authority and Licensee hereby submit to the exclusive jurisdiction of the English courts.

### 12. No Tenancy and No Assignment

# **Rainhill Parish Council**

## **Outdoor Fitness Terms and Conditions**

*Adopted: DD/MM/YY Min Ref:*

- 12.1 This Licence does not nor is intended to confer any legal or other tenancy estate or interest in respect of the Recreation Ground.
- 12.2 The benefit of this Licence is personal to the Licensee and is not capable of being claimed by any other person body of persons firm or corporation whatsoever and shall not be assignable in whole or in part by the Licensee to any such person body or persons firm or corporation and for the purposes hereof the parties agree that the Contract (Rights of Third Parties) Act 1999 shall not apply.

### **13. Variation of the Licence**

- 13.1 The Authority or the Licensee may propose changes to the scope or terms of this Licence from time to time. Proposed changes will only become binding if expressly agreed in writing by both parties. The Licensee acknowledges that changes to the scope or terms of the Licence may require it to pay additional fees and charges.



# Training Sessions on Public Open Space

License application form for the period August 2019 to December 2019 inclusive.

This document provides licensing scheme options which must be obtained by commercial physical activity providers wishing to operate on Rainhill Parish Council Recreation Grounds.

## 1. Aims and purpose

The outdoor fitness training licensing has the following aims:

- To allow licensed trainers to contribute to physical wellbeing of Rainhill and neighbouring parish's residents;
- To help to regulate physical training on the recreation ground, ensuring that all commercial training activities do not conflict with the Parish Council in maintaining the recreation ground
- To help balance activity on the recreation ground and ensure the shared space is accessible to all users;
- To regulate the quality and safety of activities on the recreation ground.

## 2. Minimum standards

Physical activity providers must meet the following minimum requirements to be eligible to obtain a license:

- |  |                    |
|--|--------------------|
| a. REPS level 3 (or equivalent)                    | d. Risk assessment |
| b. Public liability insurance (Minimum £5 million) | e. First aid plan  |
| c. Outline of the session and identified outcomes  |                    |

## 3. Enforcement

Sessions should be run in accordance with the agreed details. Council staff and nominated representatives have the authority to request cessation of the session should problems occur.

## 4. Cost

The licence fee of £15.00 is payable on receipt and before the commencement of any sessions.

Cheques must be made payable to 'Rainhill Parish Council' and BACS payments made to Unity Trust account: 20296441 Sort code:60-83-01

## 5. Application form

Contact Details (Please note that the applicant named in this application form will be the main contact)	
Name of Applicant:	
Name of organisation	
Name of session	
Contact Address	
Invoice Address: (If different)	
Company No (if applicable)	
Charity No (if applicable)	
E-mail address:	
Telephone number: Daytime Mobile	
Name of session manager	

<b>Session Details</b>	
If known, please state the specific area required or show on a plan	
Number of sessions per week	
Duration of session	
Maximum Number of participants per session	
Day and time of session (s)	

Please note that if the session will involve the playing of any music, or if food and drink will be sold, it may be necessary for you to obtain a separate license.

Please indicate which of the following are included with the application:

Document/Information Required	Included?	
	Yes	No
Level 3 REPS (or equivalent)		
Risk Assessment		
Proof of insurances		
First aid plan		
Health and safety plan		

If any of the information above is not included your application may not be considered complete. If this is the case, please explain when the information will be provided:

Any other you wish to supply in support of this application.

### **Licence Application conditions**

1. I have read and understood the Rainhill Parish Council Outdoor Fitness Term and Conditions.
2. Hiring the recreation ground for personal training could incur fees. Fees are charged based on the information provided about the activity in section 2.
3. This application does not mean you have the permission to hold the session. You may be required to provide more information to support your application and before being finally granted permission with a signed agreement
4. I warrant and represent that I the undersigned have the full authority of my organisation/company to make this application. I certify that the information supplied is correct to the best of my knowledge
5. I understand that false information supplied could result in being excluded for consideration of a physical activity training license to provide physical activity training at Rainhill Recreation Ground
6. I agree to pay all fees in relation to the physical activity license as quoted by Rainhill Parish Council
7. I understand that the council recommends that the physical activity organiser do not announce press releases, marketing information or advertising for their sessions until they have received confirmation of their license and Hire Terms and Conditions
8. I understand that the council shall not be liable for any consequential losses to the hirer however so caused
9. I certify that the organisation/company will comply with all requirements set out and within the times specified by Council Officers or representatives
10. I certify that the organisation/company will conform to all legal requirements and abide by the terms of any license agreement required to carry out physical activity sessions
11. I also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of the public body and that such action will empower the Council to cancel any license or contract currently in force and will warrant this application null and void.

Please email your completed form to:

[Rainhillpc@hotmail.co.uk](mailto:Rainhillpc@hotmail.co.uk)

If you have any enquires please contact:

Gillian Pinder Clerk to Rainhill Parish Council

Tel: 07565 524414

Mail: 12 Toftwood Gardens, Rainhill, Prescot, Merseyside L35 0QX

Signed by authorised representative for the group /organisation submitting this application:

Signed by applicant:

Name of Applicant: \_

Date submitted: