

#### **UCKFIELD TOWN COUNCIL**

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**Town Clerk – Holly Goring** 

## Meeting of the **Environment and Leisure Committee** to be held on **Monday 10<sup>th</sup> July 2023 at 7.00pm**

in the Council Chambers, Civic Centre, Uckfield

#### **AGENDA**

Under The Openness of Local Government Bodies Regulations 2014, members of the public are able to film or record during a committee meeting.

#### 1.0. DECLARATIONS OF INTEREST

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

## 2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

#### 3.0. APOLOGIES FOR ABSENCE

#### 4.0. MINUTES

- 4.1. Minutes of the meeting of the Environment and Leisure Committee held on 5 June 2023
- 4.2. Action list for information only
- 4.3. Project Monitoring List for information only

#### 5.0. FINANCE

5.1. To note bills paid

#### 6.0. ADMINISTRATION

- 6.1 To request items for Strengthening Local Relations meeting on 14 August 2023
- 6.2 To review Seasonal pitch hire terms and conditions 2023-24

#### 7.0. ENVIRONMENT

- 7.1. To note the current position of the Town Council's Estates
- 7.2 To note an update on the East Sussex Highways Contract

#### 8.0. LEISURE

8.1 To consider lighting of the Beacon for D-Day 80<sup>th</sup> Anniversary on 6 June 2024

#### 9.0. REPORTS FROM WORKING GROUPS

(Nothing to report)

## 10.0. REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

- 10.1. Active Uckfield
- 10.2. All Weather Pitch Operational Group
- 10.3. Conservators of Ashdown Forest
- 10.4. Local Nature Reserve Supporters Group
- 10.5 Luxford Centre Management Committee (attached)
- 10.6 Uckfield Railway Line Parishes Committee (attached)
- 10.7. Uckfield Youth Club Board
- 10.8. Wealden Bus Alliance/Weald Link
- 10.9. Uckfield and District Twinning Association (AGM and events only)

#### 11.0. CHAIRMANS ANNOUNCEMENTS

#### 12.0. CONFIDENTIAL BUSINESS

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted: -

12.1. To consider a report on the Marketing programme

**Town Clerk** 

Change

4 July 2023

#### **UCKFIELD TOWN COUNCIL**



## Minutes of the meeting of the Environment and Leisure Committee held on Monday 5 June 2023 at 7.00pm Council Chamber, Civic Centre, Uckfield

#### PRESENT:

Cllr. S. Mayhew (Chair) Cllr. A. Smith (Vice-Chair)

Cllr. K. Bedwell
Cllr. D. Bennett
Cllr. D. French
Cllr. V. Frost
Cllr. M. McClafferty
Cllr. B. Reed

#### IN ATTENDANCE:

Councillor Chris Macve Councillor Peter Selby

Holly Goring – Town Clerk Rachel Newton – Senior Administrative Officer Minutes taken by Rachel Newton

Before the meeting began, the Chairman announced the sad passing of the Chief Exective Officer at Ashdown Forest, James Adler, followed by a minutes silence.

Three new members were welcomes to the committee, Councillors Val Frost, Michael McClafferty and Bernadette Reed.

#### 1.0. DECLARATIONS OF INTEREST

Members and officers were reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on the agenda. No declarations of interest were provided at this stage in the meeting.

## 2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION

Standing orders did not need to be suspended to enable Councillor Peter Selby to speak for two minutes, although he was not a member of this committee.

Cllr. Selby wished to speak in relation to item 4.1 in the minutes of a previous Committee meeting held on 13 February 2023, and about the gate at Ridgewood Recreation Ground:

The minute of the item relating to the MUGA (Multi-use games area) at Ridgewood Recreation Ground did not clarify if any councillor had in fact spoken with the resident who originally raised the matter, nor indeed the extent of the noise generated by the two panels mentioned. As a new councillor, Cllr Selby had assumed that once the period of six months had passed after the previous councillors had made their decision (13 February 2023) the matter could be reconsidered. The earliest date being at the Environment and Leisure meeting on 29 August (Tuesday) by which time those concerned, especially the other ward councillors would have obtained more information.

Whilst dealing with Ridgewood Recreation Ground it was noticed this weekend that the latch to the pedestrian gate onto New Road had broken again from intense use. The outer support post (non-hinged) needed to be replaced with a much stronger and bigger unit similar to the post which was hinged (a new latch may not be an essential need).

The Ground staff were already aware that the latch had broken and it was in need of repair.

#### 3.0. APOLOGIES FOR ABSENCE

An apology was received in advance of the meeting from Councillor D. Ward.

#### 4.0. MINUTES

4.1. <u>Minutes of the meeting of the Environment and Leisure Committee held on the</u> 20 March 2023

EL.03.06.23 It was RESOLVED that the minutes of the meeting of the Environment and Leisure Committee held on the 20 March 2023 be taken as read, confirmed as a correct record and signed by the Chairman.

#### 4.2. Action list

Members agreed to remove the actions on:

EL.15.09.22 – Temporary bench removal - Hempstead Meadows EL.35.02.23 – The Celebration for King Charles III's Coronation - Victoria Pleasure Ground

The Chairman wished to thank all those who were involved in the Coronation weekend activities and members subsequently noted the report.

#### 4.3. Project Monitoring List – for information only

Members noted the report and agreed to remove the following actions on:

FC.86.01.23 – ESCC Grass Verge Cutting Contribution

FC.86.01.23 – Expenditure for the King's Coronation

#### 5.0. FINANCE

#### 5.1. To note bills paid

Members noted the report.

5.2. To note the provisional Income and Expenditure report ending 31 March 2023 Members noted the report.

#### 6.0. ADMINISTRATION

- 6.1 To appoint members to the Outside Body Local Nature Reserve Supporters Group

  EL.04.06.23 Members RESOLVED to appoint Councillor D. French and Councillor A. Smith as
  - Town Council representatives of the Local Nature Reserve Supporters Group
  - 6.2 To confirm members for the working groups of Environment and Leisure Committee Councillor A. Smith was happy to remain on the Climate Emergency Steering Group and was also prepared to sit on a combined working group for allotments and fees and charges (for the provision of all our open spaces). Councillors S. Mayhew and K. Bedwell also volunteered to put themselves forward, since they had been involved on the joint working group committee last year.
- <u>EL.05.06.23</u> Members **RESOLVED** to confirm to continue with the existing councillors K. Bedwell, D. French, A. Smith for the Climate Change Steering Group.
- EL.06.06.23 Members RESOLVED to confirm the members for the Allotment Working Group K. Bedwell, S. Mayhew with some support from A. Smith and for the Allotment Working Group.

**EL.07.06.23** Members **RESOLVED** to appoint Councillors K. Bedwell, S. Mayhew, M. McClafferty and A. Smith to the combined Fees and Charges working group.

#### 7.0 ENVIRONMENT

#### 7.1 To note the current position of the Town Council's Estates

Councillor Reed asked about the location of our local green spaces, as she had previously worked on some of them. The Town Clerk announced that all councillors would be provided with a new information pack shortly, which would include an asset management plan and summary of our nature reserves and ancient woodlands, sports pitches and play areas.

Councillor Bennett thanked the Estates and Facilities Manager for all his hard work. He also heard about some theft of memorial displays at the cemetery and possible damage to headstones. The Senior Administrative Officer would enquire with the Head Groundsman to check this.

Members noted the report.

#### 7.2 <u>To consider a proposal from Fuse Energy</u>

Members had been asked if they wished to express an interest in this company and discuss potential sites for alternative technologies, athough a solar powered electric vehicle station had been approved to the west of the A22 Uckfield bypass.

It was felt that some of the claims in this report did not appear to be substantiated at all and one member urged real caution of this kind of proposal coming out of the blue.

However, members agreed that it would be a great idea to supply cheaper electricity to the town and saving green energy should be encouraged where possible.

One member suggested utilising our large roof spaces, as this would be considered more brown field than green space. This was also something that East Sussex County Council was keen on providing in schools and colleges for their energy consumption.

Another proposal was maybe using local car parks (collaboration with Wealden District Council as they owned most of the car parks in Wealden District), as in Europe these were used to put solar in and get shade over the cars in the heat whilst solar was being generated.

A member on the Climate Emergency steering group had already proposed looking into 'Solar Together' which was a group buying scheme to enable residents to buy solar PV panels for their roof at a lower rate than if you buy them on your own.

On the flip side, one member highlighted the need to be wary of utilising any fields as this could turn into brown field site later on.

It was also agreed that any green open spaces owned by the town council were for recreational use only, and we needed more of this, and private land owners may be more willing to sell their land for this purpose.

Generating renewable energy from sources such as wind turbines was considered unfeasible, as the size of one of these alone would be surmountable and it would need to be positioned well away from any other building or structure. Solar farms were also considered to be suitable on an agricultural scale, on a farm for instance. A number of our large open spaces had designations such as the local nature reserves

as local wildlife sites and our woodlands being ancient woodlands. The biodiversity would need to be protected.

- EL.08.06.23 Members RESOLVED to refrain from liaising with Fuse Energy but agreed to delegate the project to the Climate Emergency Steering Group to look into suitable options for the future supply of green energy.
  - 7.3 To nominate two members to work with the Estates team, to review the open space grass cutting schedule and future support towards 'no mow May'

    The Chair asked for two councillors to work alongside the Head Groundsman and Estates team in relation to the 'no mow May' initiative, and to review the current grass cutting schedule to understand what areas could be left for pollination and

Not every resident would know about this initiative and so members agreed that it would be good to maybe show designated areas for this purpose and to relay details of this national campaign to our residents for the good of the environment.

Councillor Bennett volunteered to work with the grounds team. He believed that grass cutting was good for some open spaces, but not others.

Councillor Reed remarked on the use of the small yellow flower signs by East Sussex Highways that had helped to show residents where this initiative was being used in previous years. These had been removed but could be seen strategically placed along our local grass verges such as Southview Drive to allow more pollinators and insects to flourish.

The Town Clerk updated new members with details of our grass cutting schedules, with East Sussex County Council being responsible for the urban and rural grass verges in and around Uckfield, and the open spaces now being cut in-house from the end of March 2022, including the allotments, cemetery and sports pitches and all routes into reserves, for instance, by Calvert Close and Bridge Farm Wood.

There were also larger areas such as near Harlands Pond (Fin Field) which had seen mixed views from residents. Staff thought that this would have been a perfect place to leave to grow wild, but the office received a handful of complaints.

EL.09.06.23 Members RESOLVED to appoint Councillor Bennett and Councillor Reed to work alongside the Estates team to review the open space grass cutting schedule and plan towards the national 'no mow May' initiative in 2024.

#### 8.0 LEISURE

8.1 <u>To note an update on the Allotment Competition</u> Members noted the report.

#### 9.0 REPORTS FROM WORKING GROUPS

what areas needed to be cut.

Nothing to report.

## 10.0 REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

10.1 Active Uckfield

Nothing to report at this time.

#### 10.2 All Weather Pitch Operational Group

Members noted the report – with thanks to Councillor Macve.

#### 10.3 Conservators of Ashdown Forest

Nothing to report at this time.

- 10.4 <u>West Park LNR and Hempstead Meadows LNR Supporters Group</u> Nothing to report at this time.
- 10.5 <u>Luxford Centre Management Committee</u>

  Members noted the report with thanks to Councillor Macve.
- 10.6 <u>Uckfield Railway Line Parishes Committee</u>

  Members noted the report with thanks to Councillor Macve.
- 10.7 <u>Uckfield Youth Club Board</u> Nothing to report at this time.
- 10.8 <u>Wealden Bus Alliance/Weald Link</u> Nothing to report at this time.
- 10.9 <u>Uckfield and District Twinning Association (AGM and events only)</u> Nothing to report at this time.

#### 11.0 CHAIRMANS ANNOUNCEMENTS

The Chair welcomed new councillors to the committee and asked out of courtesy, for any members who wished to volunteer on working groups, such as allotment inspections, to let Rachel know if they could no longer attend or assist with those arrangements. He also reminded councillors that working groups needed to provide written updates to the committee in time for the meeting, and the same for those representing the outside bodies.

#### 12.0 CONFIDENTIAL BUSINESS

- EL.10.06.23 It was RESOLVED that pursuant to Section 1 (2) of the Public Bodies (Admission to Meetings) Act 1960, because of the confidential nature of the business to be transacted it was advisable in the public interest that the public be temporarily excluded and they were instructed to withdraw.
  - 12.1 <u>To consider a report on the Marketing programme</u> Members noted the report.

The meeting finished at 19.58pm.

#### **UCKFIELD TOWN COUNCIL**

## **ACTION LIST - FOR INFORMATION ONLY Environment and Leisure Committee**

Please note no resolutions can be made from the action list and is for information only.

Resolution No.	Details	Date	Action	Date Complete
		Raised	Ву	•
EL.28.09.16	To consider revised byelaws for the Town Council's Local Nature Reserves (LNRs) Members reviewed the amendments to the byelaws which still require Natural England and DEFRA's approval. It was <b>RESOLVED</b> to accept the revised bylaws.	05.09.16	HG	The Town Council has sealed and signed the byelaws. A public notice will be published soon to provide the public with an opportunity to view the byelaws, prior to their submission to the
EL.26.01.19	It was <b>RESOLVED</b> that the Supporter Groups for both reserves be consulted with a view to shorten the byelaws in accordance with DEFRA's comments and report back to the Environment & Leisure committee.	28.01.19		Secretary of State.
EL72.05.22	To consider illegal tree works to Town Council trees Members noted the report and RESOLVED to: (i) agree that a strongly worded letter be sent to the resident requesting that they clear up the mess created at their own expense, and; (ii) donate to plants and new trees elsewhere, but if not carried out; (iii) pursue legal action as recommended by Wealden DC.	16.05.22	RN	A response was received from the resident, and solicitors were instructed.  No response since 1 September - solicitors have been chased for an update.
EL73.05.22	To consider a number of improvements to direct tourism to Uckfield  Members noted the report and RESOLVED to: (i) introduce the following ideas for improvements to direct tourism to Uckfield at the next infrastructure working group meeting: better parking facilities for motorhomes in town and improved signage, and to; (ii) consider if there was anything additional that should be explored to be discussed at that next meeting, and; (iii) for the E&F Manager to explore those initiatives put forward already with the various responsible agencies, including any leverage through ES Highways for proper signage from developers.	16.05.22	RN/ HG	In progress.

Resolution No.	Details	Date	Action	Date Complete
		Raised	Ву	
EL08.06.22	To consider proposal for a Queen's Platinum Jubilee	27.06.22	RN	EL.33.02.23 - Members resolved
	Sign at Victoria Pleasure Ground			to get the Diamond Jubilee sign
	With eight members voting in favour, and one			cleaned by a local Blacksmith.
	abstaining, members noted the report and RESOLVED			This will entail a new sheet cut &
	to: (i) task the Clerk with obtaining costings for a			vinaled with the UTC logo. This
	matching sign on the opposite side of the beacon at			will be carried out shortly and the
	Victoria Pleasure Ground to commemorate The			current shield removed. The idea
	Queen's Platinum Jubilee, and;			of adding further shields to
	(ii) rejuvenating the current Diamond Jubilee sign,			commemorate the Queen's
	and; (iii) the possibility of having smaller signs attached			Jubilee and the King's Coronation
	for other tributes and beacon lighting events.			will be explored during 2023/24.
EL.16.09.22	7.4 To consider street lighting repairs	28.09.22	JH	Confirmation was given to the ES
	Members noted the report and RESOLVED to:			Highways Streetlighting team for
	(i) agree with proposals to carry out repairs on the street			works to be carried out. A new
	lights within the report,			East Sussex Highways contractor
	and; (ii) for the Town Council to get back in touch with			has been employed. Once settled
	East Sussex Highways to arrange for further details to			in, we will review the proposals
	be presented to Full Council for consideration on street			moving forward to identifying
	lighting designs.			streetlighting upgrades.
EL.09.06.23	7.3 To nominate two members to work with the Estates	05.06.23	RN	Members resolved to appoint Cllr
	team, to review the open space grass cutting schedule			Bennett and Cllr Reed to work
	and future support towards 'no mow May'			alongside the Estates team to
				review the open space grass
				cutting schedule and plan towards
				the national 'no mow May'
				initiative in 2024.

## UCKFIELD TOWN COUNCIL ENVIRONMENT & LEISURE COMMITTEE PROJECT MONITORING FORM 2023-24

### **Projects in 2021/22 Budget – New Initiatives**

Project Name	Green Projects plus £5,000 in earmarked reserves			Project Number	58
FC.64.01.21	£18,000 minus £1,800 =£16,200	18.01.21	Carbon footprint audit carried out £1,800.		

### **Projects in 2022/23 Budget – New Initiatives**

Project Name	Speed reduction initiative (already have £3,199.64 in earmarked reserves)			Project Number	69
FC.82.01.22	Plus £2,000 placed into budget in 2022/23	17.01.22	Will be utilised when further research has bee initiatives available.	n undertaken into the	various roadside

## **Projects in 2023/24 Budget – New Initiatives**

Project Name	Tree for a tree planting programme			Project Number	74
FC.86.01.23	£2,000	23.01.23	These works usually take place during the winter season. New Ranger to follow		ger to follow up.

Project Name	New gazebo an	d trestle table fo	Project Number	75	
FC.86.01.23	£300	23.01.23	Recommend that Events Working Group identify suitable items to purchase.		

# UCKFIELD TOWN COUNCIL ENVIRONMENT & LEISURE COMMITTEE PROJECT MONITORING FORM 2023-24

Project Name	Victoria Rainwa	ater Tank Clean a	Project Number	77
FC.86.01.23	£7,000  23.01.23  A total of £4,289.85 has been spent on undertathe tank. A follow up visit will take place in the aup in September.			

Project Name	Wildflower area	ıs		Project Number	78
FC.86.01.23	£250	23.01.23	To be progressed. Seed has been purchased	for next season.	

Project Name	Vehicle replace	Vehicle replacement			79
FC.86.01.23	£7,500	23.01.23	These funds will be used towards the cost of loonwards. Waiting on final costings.	easing a new Grounds	s vehicle in 2023

#### Meeting of the Environment and Leisure Committee

#### Monday 10 July 2023

#### Agenda Item 6.1

## TO REQUEST ANY ITEMS FOR THE STRENGTHENING LOCAL RELATIONSHIPS MEETING WITH EAST SUSSEX HIGHWAYS ON 14 AUGUST 2023

#### 1.0 Summary

- 1.1 Members are asked to provide any items they may wish to raise for the next Strengthening Local Relations meeting to be held on Monday 14<sup>th</sup> August 2023. This meeting is a partnership meeting between Uckfield Town Council and East Sussex Highways and takes place every six months. This enables us to raise ongoing issues that need to be brought to attention.
- 1.2 The agenda will be circulated two weeks prior to the meeting by ES Highways Customer Service Management. Items are therefore required by 31<sup>st</sup> July 2023 at the latest so that all attendees, including the Highway Steward, are aware and can provide any feedback or updates at the meeting.
- 1.3 A media release was released by Wealden District Council on 8 June regarding the pledge over pothole problems in Uckfield and surrounding regions, so this is already being addressed. Councillor J. Love will also keep watch of the sink hole points (Church Street and the High Street outside George Moss and Grange Road) and provide an update as these areas do need attention. We are also aware of the ongoing communications relating to Downsview Crescent.

#### 2.0 Recommendation

2.1 Members are asked to provide any items for consideration.

Contact Officer: Rachel Newton

#### **Meeting of the Environment and Leisure Committee**

#### Monday 10 July 2023

#### Agenda Item 6.2

#### TO REVIEW SEASONAL PITCH HIRE TERMS AND CONDITIONS (FOOTBALL)

#### 1.0 Summary

1.1 This report provides the most recent version of the seasonal pitch and pavilion hire terms and conditions which was last taken to the Environment and Leisure Committee in June 2020 (Appendix A) and the alterations approved:

<u>Members were provided with a revised version of the terms and conditions which</u> picked up changes in relation to the football season in particular.

#### **EL.02.06.20** Members **RESOLVED** to:

- (i) note the report; and;
- (ii) agreed to the revised alterations.

Members are asked to consider the points raised below:

#### 2.0 Longer pitch hire

- 2.1 Uckfield AFC have requested to start the pre-season in mid-August (instead of September) on Saturdays at the Victoria pitch. They will need the pitch set up from the start of August so it gives them the option to have a warm up game or two beforehand.
- 2.2 They have also asked to book Sundays in respect of their U18 boys and ladies' team and that they may also have a new U18 girls' team on a Sunday. Additionally, they would like to undertake pre-season training during the week, alternating between the Victoria and New barn pitches, if that is preferred.
- 2.3 The Head Groundsman has stated that although this can be accommodated, it should be noted that the "off season" is getting shorter by the year and the grass is likely to show signs of erosion if they did not allow time for re-growth. August is a typical time that the grass does not regrow particularly well, hence the fact they like to wait until the growing speeds up in the cooler September weather.
- 2.4 Now more teams are using the facilities, this will require a longer hire time in order to fulfill their fixtures, and, should be reflected in their terms and conditions.

#### 3.0 Waste and litter left on pitches

3.0 The Head Groundsman also raised an issue about litter removal from site and how this was often being left for the grounds team to have to collect. Hirers should be asked to remove any waste or litter themselves, to arrange for commercial bins on site, or a fee issued if this is left to the ground staff to deal with.

#### 4.0 Recommendation

- 4.1 Members are asked to consider:
  - (i) whether they wish to approve the longer hire terms and;
  - (ii) if agreed, to approve the necessary alterations within the seasonal pitch hire terms and conditions, and;
  - (iii) reflect this in the fees and charge setting for pitch hire in 2024/25 onwards.

Appendices: Appendix A: Terms and conditions reviewed in 2020

Contact Officer: Rachel Newton

#### **UCKFIELD TOWN COUNCIL**



#### TERMS AND CONDITIONS FOR PITCH AND PAVILION HIRE

#### **SEASONAL**

#### 1. APPLICATION FORM

Applications for the hire of sports facilities must be made in writing on the Council's official application form and forwarded to:-

Uckfield Town Council, Council Offices, Civic Centre, Uckfield, East Sussex TN22 1AE

The completed form must be received by the Town Council at least 10 days before the event.

The Council reserves the right to refuse any application. If the Council accepts the application, the person or persons signing the application form (who must be 18 years of age or over) shall be deemed to be the hirer as well as the club or organisation etc. on whose behalf the application may be made and will jointly and severally be held liable to the Council for the payment of the fees and charges and for the strict observance of these conditions of hire.

#### 2. SEASON AND HOURS OF PLAY

#### **Football**

The playing season shall commence on the first Saturday in August September in each year and shall end on the first Sunday in April in May in the following year, unless otherwise determined by the Council. For the purpose of charging a season is further defined as being up to 20 League games plus 4 games for Cups/Friendlies.

As a general rule the hours of play shall be:-

- (a) On Monday to Friday:at such times as agreed with the Council. Play shall cease half an hour before sunset.
- (b) On Saturdays, Sunday and Bank Holidays:-

- (i) Morning games kick-off not later than 10.30am. The changing rooms to be vacated not later than 1.00pm
- (ii) Afternoon games kick-off not before 2.00pm. The changing rooms will be available from 1.30pm and must be vacated by not later than 5.30pm.

Should the times of hire be exceeded, the Council reserves the right to levy a surcharge for the additional period of use.

- (c) Facilities for matches played outside these times cannot be guaranteed. The Council reserves the right to withdraw facilities for any game that starts after the published kick-off time.
- (d) The number of matches permitted on the same pitch in one day will be determined by the Council at its absolute discretion, dependent on pitch conditions.
- (e) No match shall be played on any ground unless an application has been made to, and consent obtained from, the Council and the appropriate charges paid in advance.

#### 3. MEMBERSHIP AND ALLOCATION

- (a) On receipt of applications, the Council will allocate pitches having regard as far as practicable to the number of pitches available, the applications received and the requirements of the hirer.
- (b) At the discretion of the Council, and when available, pitches may be let to outside bodies and organisations who do not normally represent the town.
- (c) Hiring of pitches and changing rooms (where applicable) will be subject to the hirer maintaining good and orderly conduct of all persons, including their visitors using the facilities. Hirers will be held responsible for any damage incurred during the time of hire and, in addition, will be charged for the repairs required. Also the hirers' application for pitch hire will be reviewed, with the possibility of future bookings being cancelled.
- (d) Hirers may not sub-let or otherwise transfer to other clubs or other persons, the use of pitches allocated to them without the prior written approval of the Council.

#### 4. FEES AND CHARGES

(a) Charges for the hire of pitches shall be as determined by the Council annually and notified to hirers in advance of bookings.
 Seasonal hirers will be invoiced half way through the season.

Clubs wishing to take advantage of the VAT exemption must make one payment for the season. A seasonal booking is defined as a booking for ten (10) or more matches in one transaction at the same venue within one season.

(b) In no case will the fees (or any part thereof) be refunded should the club fail to play on any of the dates for which a pitch has been allocated to it except as provided for in sections 5 and 6

#### 5. WITHDRAWALS

No allocation of any pitch whether seasonal or occasional shall bind the Council by contract or otherwise and the right is reserved to the Council to withdraw such allocations in exceptional circumstances, subject to the Council giving such notice of the withdrawal of the allocation as may be practicable in all the circumstances. In such an event the charge paid for the use of the pitch for that season (or the proportionate part) or for that particular occasion, would be refunded, but the Council should not be liable for any loss, damage or claim incurred by the hirer in consequence of such cancellations.

#### 6. CANCELLATIONS

The decision of the Council on the fitness of a facility for play or otherwise is final. Whenever possible, notification of cancellation will be conveyed to the hirer not later than 5.00 pm on the day before play.

For seasonal bookings where play is cancelled by:-

- (i) The Council
- (ii) A bona fide league referee or official
- (iii) A club official
- (a) due to adverse weather and ground conditions, the hirer may then be offered alternative dates subject to availability, or credit against future bookings. In the case of (ii) and (iii) above, the Council must receive written notification\* of such cancellation within three days of the cancellation. If no such notification is received, then no credit or alternative match date will be offered. \*this may be by email to angela@uckfieldtc.gov.uk\_admin@uckfieldtc.gov.uk, with a copy to christinemark@uckfieldtc.gov.uk
- (b) Where a match is cancelled by the hirer for any reason other than as stated in 6(a) above, written notice must be received by the Council no later than 48 hours prior to the day of play before a refund or credit can be considered. No refunds or credits will be granted without such written notice of cancellation being received. Failure to provide such written notice shall render the hirer liable for all charges in respect of the booking.

#### 7. TRAINING

All training sessions held on Council land must be booked. Training is not permitted on any ground under repair or renovation. Training must not take place on match pitches and/or cricket squares.

#### 8. FIXTURES

All clubs must supply fixture lists in writing for all teams in advance on at least a monthly basis.

#### 9. INDEMNITY AND INSURANCE

All hirers shall indemnify the Council and keep the Council fully indemnified against all damage, damages, losses costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered/incurred by the Council arising directly or indirectly out of:-

- (a) any act, omission or negligence of the hirer or any persons at the premises expressly or impliedly with the club's authority or
- (b) any breach or non-observance by the hirer of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be no liability if and to the extent that the same shall be caused by or arise from any negligence, act or omission on the part of the Council, its agents, contractors or employees.

All hirers shall obtain a policy of insurance against third party risks/public liability with cover provided for the minimum value of £5 million. A copy of the valid insurance certificate must accompany the application form or be received by the Council not less than 28 days prior to the date of the first match. Such cover should extend throughout the hire period and copy certificates issued as a result of subsequent renewals of insurance should be sent to the Council as soon as they are received.

#### 10. RIGHT OF ENTRY

Hirers acknowledge the right of the Council to enter the facility at any time during the period of the hiring and determine the hiring forthwith in the event of the breach of any of the condition.

#### 11. GOOD ORDER

The hirer shall be responsible for good order being kept throughout the period of the hiring. The Council may charge the hirer for any expenses incurred in engaging the Police or other security personnel to preserve order prior to, during or after the period of hire.

#### 12. PROHIBITION OF HIRING

Should the Council be of the opinion that the hiring is likely to prove of an objectionable or undesirable character, they shall have full power to cancel the hiring and return any money paid by the hirer, but in that event, the Council shall not be liable to pay any compensation to any person in respect of that cancellation.

#### 13. UNLAWFUL OR ILLEGAL ACTIVITIES

The hirer shall not cause or permit any hired facility to be used for any unlawful or illegal activity. If it appears to the Council likely that such activity will take place during the proposed hiring, the Council shall have the power to cancel the hiring immediately and any payment made of fees and charges will be forfeited. The Council reserves the right to report evidence of illegal activities on the premises to the Police and assist in their enquiries.

#### 14. UNDESIRABLE SUBSTANCES AND SMOKING

No article of an inflammable, explosive, dangerous, noxious, intoxicating or offensive nature may be brought onto the premises without the written authorisation of the Council. Under the Health Act 2006 smoking is illegal in any public building or place of work. This shall include all sports pavilions and any other enclosed temporary structures such as a marquee with a ceiling and more than 50% walls.

#### 15. MARKING OUT

The Council undertakes to maintain line markings for all outdoor sports activity areas within the basic charge for that activity.

#### 16. HIRER'S EQUIPMENT

Hirer's equipment or property may only be stored with the prior written consent of the Council and may be the subject of a charge. Any such property shall be stored entirely at the risk of the owner and the Council shall not accept responsibility for any loss of (or damage to) any equipment or property stored.

The hirer may not bring portable electrical equipment to the premises without first obtaining the written permission of the Council. Permission will only be granted if the equipment concerned has been tested by a PAT registered electrical inspector. The hirer may not hold or store controlled substances or other chemical agents on the premises without the written permission of the Council. In order to obtain the permission, the hirer must provide all relevant information about the substance (e.g. COSHH Data Sheets, Risk Assessments etc.)

#### 17. EQUIPMENT PROVIDED BY THE COUNCIL

#### **Pitches**

Hirers' equipment or property may only be stored with the prior written consent of the Council. For football, the Council shall provide equipped goalposts.

#### Changing rooms and Social Areas

The Council will provide basic necessary equipment for the operation of the premises and any associated sporting activities, (e.g. a scoreboard). Pavilion kitchens where provided, will not have crockery or cutlery supplied. All electrical equipment provided by the Council will be tested by an electrical contractor employed by the Council. Where the premises have a social area, the amount of furniture supplied by the Council will be commensurate with the size of the room. It is the responsibility of the hirer to report any damage to or loss of any equipment provided by the Council. Basic cleaning equipment (excluding cleaning products or chemicals) will be provided in all pavilions. Where an external bin is provided by the Council, it is the hirers' responsibility to make use of it and remove rubbish from internal bins. If waste generated by the hiring exceeds the capacity of the bin(s) provided it is the responsibility of the hirer to remove it from the site. The hirer will be responsible for any costs to the Council for removing excess waste from the site generated in connection with the hiring.

#### 18. GROUND REINSTATEMENT

The hirer shall pay the cost of any works or repair or reinstatement required as a result of unnecessary and avoidable damage to the ground resulting from the hiring. The hirer must report any damage to the Council on the first working day following the booking.

#### 19. TEMPORARY CLOSURE

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer agrees that the Council shall not be liable for any loss or claims arising from any such closure.

#### 20. PAVILION HIRE

Where the Council provides a pavilion for sports booking, changing rooms, toilets and showers will be provided for the associated hire charge. Ancillary facilities such as kitchen or social areas are provided entirely at the Council's discretion and will be subject to an additional charge. Where the hire of an outdoor sports facility includes the hire of a pavilion, the hirer will also be responsible for:-

- (a) The conduct of all users of the pavilion during the hire session.
- (b) Basic necessary cleaning of the pavilion facilities hired at the end of each hire session using the equipment provided by the Council. All pavilion facilities and surrounding areas are to be left in a clean and tidy condition by the hirer. Where pavilion facilities are not left in a clean and tidy condition, the Council reserves its absolute right to employ such cleaning resources as may be required and to recharge the full cost of such resource to the hirer. If an item of cleaning equipment is found to be missing as a result of negligence on the hirer's behalf, then it is the hirers' responsibility to replace the item immediately.
- (c) Ensuring that the pavilion building is secured at the end of each hire session with particular reference to: the return of keys, the securing of all doors and windows, all lights and where applicable, heating to be switched off, all showers and taps to be turned off, all equipment to be secured and all furniture to be secured in an appropriate storage area and left in a clean and tidy condition.
- (d) Reporting all damage occurring to any pavilion or facility during each hire period to the Council on the first working day following the hiring. Where the damage has been caused as a result of negligence on the hirers' behalf, the Council reserves its absolute right to employ such resources as may be required to repair pavilion facilities and to recharge the full cost of such resources to the hirer. No spikes or studs should be worn in the tea room where such a room is provided.
- (e) All keys issued by the Council in connection with each hire session are to be collected from the Civic Centre, prior to the first hire session and returned as instructed by the Council at the time of collection. The hirer will be required to pay for the replacement of any keys not returned or may be required to pay for replacement locks and keys.
- (f) Personal property left behind after hiring will be retained in storage by the Council for 3 weeks, after which, if it has not been claimed, it will be disposed of.

#### 21. CATERING AND FOOD HYGIENE

Under Food Hygiene Regulations, kitchen facilities are subject to inspection by an Environmental Health Officer. When making use of kitchen facilities for catering purposes, the hirer is responsible for food safety and hygiene. Any hirer wishing to provide catering to the public on Council premises must hold a valid Basic Food Hygiene Certificate and the Council must be provided with a copy of this Certificate 3 days before the hire session commences. The Council will not be held responsible or liable for the hygiene of any food prepared on or off the premises in connection with a booking.

#### 22. CAR PARKING

The hirer shall be responsible for the control of all motor vehicles within the grounds of the premises in relation to their specific facility hire and should advise their visitors accordingly. Vehicles must be parked only in designated parking areas. The parking of vehicles on grass without the written authorisation of the Council is prohibited. Under no circumstances will the Council accept any responsibility for loss or damage to the contents of, or to any car or other vehicle which may be brought to or left within the precincts of the site.

#### 23. BYELAWS AND STATUTORY REQUIREMENTS

The hirer must comply at all times with all byelaws, regulations and statutory requirements relating to the facilities hired or the intended use of facilities. The hirer is responsible for obtaining any relevant statutory licences in relation to their organised activities during the hire period.

#### 24. LIMIT OF ADMISSION

Where the nature of the hiring so requires, the number of persons to be admitted by the hirer shall be in accordance with the maximum capacity of the building and shall be brought to the attention of the hirer/club at the time of hiring. The hirer, if specifically requested to do so, shall keep a record of the number of persons admitted, to be available for inspection.

#### 25. RIGHT OF ADMISSION

Notwithstanding any contractual agreement with the hirer, the Council reserves the right at its absolute discretion to refuse, or direct the hirer to refuse, admission of or to evict any person or persons from the facility. The Council shall not be liable to pay compensation to the hirer arising out of this clause.

#### 26. PUBLIC ACCESS

The public must not be prevented from having free access to all other areas of the sports or recreation ground without the written consent of the Council.

#### 27. PUBLICITY MATERIAL

The hirer shall not use the outdoor sports facility for any purpose other than the purpose stated on the application form and approved in advance by the Council. All publicity produced in connection with a hiring must be approved by the Council before being issued for display.

#### 28. FLY POSTING

Advertising by means of fly-posting relating to the proposed hiring of an outdoor facility is strictly prohibited. Any advertising material affixed to property without the owner's consent will result in prosecution by the Council.

#### 29. BROADCASTING OR FILMING

No broadcast or television performance, either live or recorded shall be made from the hired facilities without prior consent, in writing, from the Council. Applications for such consent are to be made at least twenty eight (28) days before the date of the proposed recording or transmission.

#### 30. HAWKERS AND VENDORS

No hawker, vendor, collector or canvasser shall be admitted to the facility without the written authorisation of the Council.

#### 31. GAMBLING

No sweepstakes, raffle or other form of lottery shall be promoted, conducted or held on the facility hired, except such a lottery as deemed to be lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by the Council and the relevant statutory licence or permit has been obtained.

#### 32. CHILD PROTECTION

All hirers of outdoor facilities should seek to publish and adhere to a Child Protection Policy, a copy of which must be provided to the Council.

#### 33. CONSENTS

Any consents or approval by the Council under these conditions shall be given in writing by (or on behalf of) the Town Clerk.

#### 34. SPECIAL CONDITIONS

The Council reserves the right to modify any of these conditions, or to further impose conditions where the Council considers necessary.

#### **Meeting of the Environment & Leisure Committee**

#### **Monday 10 July 2023**

#### Agenda Item 7.2

#### TO NOTE AN UPDATE ON THE EAST SUSSEX HIGHWAYS CONTRACT

#### 1.0 For information

- 1.1 The Town Clerk and Senior Administrative Officer attended a meeting for Wealden Clerks, on 4 July 2023 which was hosted at the offices of East Sussex Highways (Balfour Beatty).
- 1.2 Balfour Beatty provided clerks with a presentation on the contract they had in place with East Sussex County Council. Their motto was 'Right first time' and they focused closely on quality and safety, not just the price when procuring sub-contractors to carry out the works of the highways contract for East Sussex.
- 1.3 They had a large enough supply chain to deal with fluctuations in workload, and ran a 360 degree process for subcontractors, in terms of the feedback loop on the quality of the work undertaken.
- 1.4 If subcontractors had to return to fix any issues with their repairs/work, they were expected to pick up the cost of these return visits, which would result in less defects, as the standard of the work had to be good first time.
- 1.5 They had increased the number of supervisors on the ground, with 20 ad hoc inspections per month for the supervisors, the manager had to complete five, a senior manager four, as well as the Head of Highway Services.
- 1.6 Balfour Beatty worked visually using photographs throughout the process, so officers could sign off and approve repairs undertaken. A photo was usually submitted by the resident or stakeholder on their reporting system, the Highway Steward would visit the reported issue, and using Confirm their handheld system would assess if the pothole for example met the criteria for repair, they would also photograph the issue, and create a job to the Confirm system. A photo would then be undertaken before and after the job was completed by the subcontractor.
- 1.7 Safety defects always took priority in terms of pothole repairs, and the criteria remained the same in terms of measurements and days to undertake the works.
- 1.8 The Highway Stewards assisted with providing the intelligence needed by East Sussex Highways to understand if an issue needed an urgent repair, or needed to be referred to the asset team for future scheduling.
- 1.9 Clerks were signposted to the 'Guide to ES Highways' webpage on their website to provide further information to residents: https://live.eastsussexhighways.com/services/guide-highways
- 1.10 When asked what the main differences were between the Costain contract and the Balfour Beatty contract, the differences were described as (i) quality, (ii) volume of gangs available, (iii) standard of job, (iv) level of supervision and (v) IT.

- 1.11 They also worked on the basis that if they had concerns with the work carried out by subcontractors, every single job would be inspected until work standards improved.
- 1.12 It was understood that East Sussex County Council had spent a far greater amount on the contract this time round than previously.
- 1.13 The UK Government were looking at improving the difficulties currently being experienced with utility companies to make good, after completing works.
- 1.14 Balfour Beatty were trying to reduce the incidences of manual duplication and in addition to the Confirm system, they had a system which mapped all vehicles, so if there was an emergency they knew which gang were nearest and able to attend. They had also developed an Operational Control Hub which provided an overview of everything across the county.
- 1.15 Residents and parish/town councils could set up an account on the reporting system, which would enable them to login in and view updates on the account of any issues they had reported. Stakeholder engagement saw three SLOs appointed to areas across the county, plus a fourth who would cover any staff sickness, leave or vacancies. These officers reported into the Steward Manager, which improved liaison between the stakeholder liaison with parish/town councils, residents and the highway stewards.
- 1.16 At the point of transferring from Costain to Balfour Beatty, there were 4,000 defects outstanding. These had been handed over with the new contract and had now been completed except where more specialist equipment was required.
- 1.17 Parish and Town Councils were encouraged to share positive feedback as well as areas for improvement, so they knew what was working well and what needed further work.

#### 2.0 Recommendation

2.1 Members are asked to note the report.

#### Meeting of the Environment & Leisure Committee

#### **Monday 10 July 2023**

#### Agenda Item 8.1

## TO CONSIDER A PROPOSAL FOR THE LIGHTING OF THE BEACON FOR D-DAY 80<sup>TH</sup> ANNIVERSARY ON 6<sup>TH</sup> JUNE 2024

#### 1.0 Overview

1.1 East Sussex Association of Local Councils (ESALC) have provided an Anniversary Guide which has been organised in order to commemorate the 80<sup>th</sup> Anniversary of the D-Day landings on 6<sup>th</sup> June next year.

The Guide gives details on how to take part in the event, and provides a message from the Prime Minister on page 3, encouraging local communities to take part by lighting a Beacon on 6th June 2024 at 9:15pm, representing the 'light of peace' that emerged from the darkness of war.

Further details can be found in the weblink below (including material to be read out at the lighting of the Beacon), with pages 19, 20, 21, 22 and 23 providing the various types of Beacons that can be used for this special commemoration/celebration event.

The Guide, along with the official logo for the event, and the Certificate of Grateful Recognition, can also now be downloaded from the following website –

#### www.d-day80beacons.co.uk

- 1.2 The Town Council is also aware that the Royal British Legion (Uckfield Branch) have provisionally booked Luxford Field for an event on Saturday 29 June 2024 to commemorate the D-Day landings.
- 1.3 A charity event has also been booked on Luxford Field on Saturday 22 June 2024 named Midsummers Festival.

#### 2.0 Recommendation

2.1 If members wish to take part, those details are on page 31. The information will need to be provided by no later than **30th May 2024.** Members are asked to advise how they wish to proceed.

Contact: Rachel Newton

#### **Meeting of the Environment & Leisure Committee**

#### Monday 10 July 2023

#### Agenda Item 10.5

#### **LUXFORD CENTRE MANAGEMENT COMMITTEE MEETING UPDATE**

#### 1.0 Summary report

1.1 Following the recent visit and inspection by the officer from East Sussex Fire and Rescue and his subsequent report, members were updated on the detailed requirements.

It was agreed that generally, the centre was compliant in most respects. However, it was noted during the inspection that some fire doors were propped open with wedges. These have now been restored and sound activated door release stops installed. These are to be tested weekly and the detectors smoke tested every six months and an updated record system introduced.

The company who normally carry out the annual cooker service had recommended the installation of an interlocker to the gas supply pipework. However, the quote received was for a large amount and it was therefore considered an alternative figure should be obtained. Whilst this was in abeyance, it was agreed the cooker should not be used and a notice would be installed to that effect.

Applications are still being made for funding for the proposed extension. Several hirers have commented on the obstruction caused by the table and chair storage in the halls and the restriction this causes.

Membership is still increasing, as are the outside hirers bookings. Additional club member activities have been introduced and are proving popular.

Various minor works have been carried out and an inspection of the roof insulation, to ascertain the extent and thickness of the quilt and review whether it was adequate. The report was that there appears to be sufficient quilt in the roof spaces that are accessible.

All general administrative items are up to date and satisfactory, together with a new a new Quality and Diversity Policy which was approved by members.

The next meeting will be held on 22<sup>nd</sup> September 2023 at 9:15am.

Councillor Chris Macve

#### 2.0 Recommendation

2.1 Members are asked to note the report.