

WELFORD ON AVON PARISH COUNCIL PROPOSAL FOR INTERIM TERMS TO SHARE THE PLAYING FIELD ON HEADLAND ROAD

PREAMBLE

The playing field on Headland Road has been subject to an informal sharing arrangement between school managers and the local community since they were purchased in the late 1950s by Warwickshire County Council (WCC). A heads-of-terms produced in 1962 by WCC and adopted by the Parish Council was never developed into a formal license and expired 6-months thereafter. Subsequently, field-use operated in an ad-hoc manner and developed to the benefit of both the school and the village community. This being achieved by a cordial relationship between the two parties and a mutual understanding of what constitutes the common good.

In recent years there has been a push to regularise this arrangement; to put it on a formal footing to the benefit of both school leadership and the village community.

The Parish Council (PC) has represented village interest. The rationale behind PC decision-making is that playing field access be arranged in such a way as to maximise benefit to the local community, with particular regard to community safeguarding and wellbeing. During school hours (currently 09:00 - 15:25), this is best achieved with the land used for its designation as a school sports field. Outside of these core hours, public access would best serve this goal.

The PC has developed a proposal in partnership with a local landowner. In summary, the playing field is divided. The part containing PC play equipment is to be swapped for a piece of land next to the school. The two areas to be of the same area. This secures exclusive access for the school and the village, each to a piece of land of the same size. It ensures that the school does not lose out. It also ensures public access to public play assets. In exchange, the remaining playing field is to be shared under agreement.

Six-months notice to quit the field was received by the PC on 7th November 2024. The above arrangement is unlikely to be finalised ahead of the May deadline. Hence, both parties feel that an interim sharing arrangement is needed until the permanent arrangement is concluded.

DRAFT HEADS OF TERMS FOR INTERIM SHARING

OVERVIEW

Out of core school hours, the PC offer to indemnify school management against public liability, in accordance with the 1906 Open Space Act. School has no responsibility or liability at these times (conditions of the statutory safeguarding guidance do not apply). In return, WCC offer to make the playing field available as Public Open Space out of core school hours. The PC assumes responsibility for public liability and some limited responsibility for field management.

DETAIL

The playing field, under WCC freehold, is approximately 1.6 acres and is shown, edged in red on the plan.

Transfer of public liability between school and Parish Council will be scheduled. Liability will rest with each party as follows:

- School: school days, 09:00 - 15:25
- Parish Council: School holidays, inset days, weekends. On school days, 15:25 - 23:59 and 00:00 - 08:59. For negotiation.

Field maintenance. During school hours, the playing field is used by the school for curriculum and sports activities. School is best placed to decide how the field is maintained to best deliver on its school-time responsibilities. Therefore, primary management responsibility should reside with the school. However, public use should not compromise school's use of the field. A sharing agreement should reflect this and should protect the school's planned use of the land. Restrictive terms should therefore focus on restricting activities that are likely to disrupt use of the field by the school during the school day.

During school holidays, the PC may, at their own discretion maintain the field or its boundaries. This is to ensure that the field remains suitable for public use and to ensure that the field remains in good condition for use by the school.

Play equipment. Equipment on the playing field has been provided over the years by the PC for public use. This has been with agreement from school managers and often with purchasing choices guided by the school's children. Play equipment and other pieces of field furniture (benches and bin) are PC assets. The PC will continue to be responsible for maintaining and inspecting its equipment. The PC from time-to-time will need to access the school field for these purposes. If this is during the school day, the PC will seek permission for access from the school, but in general will resolve to schedule these activities outside of core school hours when the field is in the care of the PC. The school may, at its own risk and discretion, use the equipment during the school day.

Access. Public access is via the public pedestrian gate. During public access times, which will be advertised by signage, the school is to ensure that access on to school premises from the playing field is secured or supervised.

Restrictions. No dog, bike or fire. Litter to be disposed of. To be advertised by signage.

Handover. Field to be in a reasonable condition.

Agreement period. One year, or until a permanent solution is agreed, whichever is sooner.

