

Helmsley Recreation Ground Registered Charity Number 523358

Helmsley Recreation Ground Occupancy License

Jan 2016

Conditions of Use and Affiliation

The Helmsley Recreation Ground Charity exists to service the needs of local people and visitors and to manage and maintain the Sports Facility on Baxton's Road.

1. Membership

- i) Full Membership of the Recreation Ground shall be open to individuals aged 18 years and over who live within the District of Ryedale and immediate surrounding area.
- ii) Junior Membership of the Recreation Ground shall be open to individuals under the age of 18 years who live within the District of Ryedale and immediate surround area.
- iii) All Members shall pay an annual subscription to the Charity via their Club at a sum to be determined annually by the Registered Charity No. 523358. All subscriptions become due on the date listed below. If any Club Member belongs to two of more clubs their payment in respect of Social Membership shall be waived after one fee is paid. The responsibility for the collection of the subscriptions lies with the Clubs using the facility.
- iv) The annual date for Membership renewal shall be June 1

It is the responsibility of each Club listed and those which may over time be formed and use the facility to supply to the Registered Charity No. 523358 a list of paid up Members names and addresses on the dates shown above adjacent to each club. Failure to supply a list of Members will result in the use of the facility being withdrawn from that Club and any individual Member of that Club

Certified Membership of any Club licensed (the user agreement) by the Charity will entitle that Member to the use of the social aspect of the facility.

The Swimming Pool not having a Membership will pay annually an amount to be determined annually a sum to the Charity for the use of Pool facility on the Baxton's Road site, this sum to be paid in October/November.

2 Conduct of Members

- i) Members will act at all times in a considerate and responsible fashion whilst on and leaving any part of the Baxton's Road facility.
- ii) The Registered Charity No. 523358 and their designated appointees/officers shall have the authority to exclude any Member who they consider to have behaved inappropriately.
- iii) If any complaint is considered serious enough to warrant the involvement of external agencies the Registered Charity No. 523358 reserves the right to refer the matter to the relevant agency.
- iv) The Registered Charity No. 523358 retains the right for any rule infringement to suspend any Member (Minimum 1 month Maximum 12 months) or expel that Member.

- v) The decision to suspend or expel of any Member shall carry with it the right of appeal. The appeal, which must be instigated by the suspended or expelled Member, must be notified to the Registered Charity No. 523358 with 14 days in writing. The Registered Charity No. 523358 will deliver after due process the result, which shall be final, of the appeal to the Member within 14 days in writing.
- vi) The Registered Charity No. 523358's decision is final and no further correspondence will be entered into.

3 Equality & Diversity

- i) All facility Members and visitors of the sports facility on Baxton's Road will be treated with dignity and respect regardless of race, nationality, gender, colour, disability, age or sexual orientation. Any reported incidence of harassment which will be taken very seriously will be dealt with by the Registered Charity No. 523358 under rule 2 of this document.

4 Clubs and Organisations using the Site

- i) Every Club or Organisation using the facility will be issued with two copies of this occupational license one of which must be signed by a responsible Officer of that Club of Organisation and returned within 14 days of its receipt to the Registered Charity No. 523358. Changes in the Club's or Organisation's Officer positions or management structure will not void the Occupancy License but any changes must be advised to the Registered Charity No. 523358 within 14 days and will require the signing of a new Occupational License by the new Officers at that Club's next AGM.

- ii) All Organisations using the sports and/or community facility under either the Occupational License or a Hiring Agreement shall require their Members or Guests conform to the standard of conduct set out in this Occupational License. Any breach of the Occupational License or Hiring Agreement will be dealt with by the Registered Charity No. 523358 whose decision is final not with standing rule 2.
- ii) Repeated breaches of conduct within an Organisation shall allow the Registered Charity No. 523358 to terminate any Occupational License or hiring agreement.
No licenses or agreement will be terminated without the opportunity of an appeal to the Registered Charity No. 523358.
The Registered Charity No. 523358 will supply to any club Organisation which is the subject of an alleged breach of their Occupational License the nature of the complaint and allow them 14 days to respond in writing.
The Registered Charity No. 523358 whose decision is final will advise the Club or Organisation within 14 days of its decision.
- iii) Any Club or Organisation which fails to comply with the conditions of their Occupational License and the policies and rules relating to the facility on Baxton's Road shall have its Occupational License terminated in accordance with the process set out in 4 iii).
- iv) Each Club or Organisation which uses the site is required to furnish the Charity with annual accounts by December which will be used to produce the annual accounts for the Charity Commission
- v) Should any club make an application for funding to the Charity for equipment or sports kit it will be considered by the Management Committee and a report passed to the Charity. Any such funding will only be considered on a match funding basis. A minimum of fifty percent of the funding required will need to be raised by any affiliated club with the Charity, if the proposal is approved, providing the balance. A minimum period of notice will need to be provided by any

club of 12 months to enable to charity to plan for any expenditure and investigate any possible grant funding.

- vi) A Club payment will be levied on the 1st of June each year. This amount will be set annually by the Management Committee. It will be used by the Management Committee to service part of the operational costs of the Recreation Ground.
- vii) All Clubs or Organisations using the facility shall be required to implement such policies as the Registered Charity No. 523358 shall from time to time adopt. It will be required to provide a copy of any Policy demanded by the Registered Charity No. 523358. As a minimum these will include a Child Protection Policy, a Health and Safety Risk Assessment and Policy and an Equality and Diversity Policy. In the absence of any Club or Organisation failing to adopt any policy or assessment required by the Registered Charity No. 523358 the Club or Organisation renders itself liable for the termination of its Occupational License in accordance with 4iii).
- viii) Every Club or Organisation using the facility is required to take out insurance to cover its Members and Visitors against all claims arising as a result of their usage. Evidence of this insurance shall be produced on demand by the Registered Charity No. 523358 or the Charity.
- ix) The Registered Charity No. 523358 and Helmsley Recreation Ground Limited accepts no responsibility for personal injury or loss or damage to any property how so ever caused. All Organisations using the site on Baxton's Road shall indemnify these bodies, their employees and Officers against any claim in respect of damage, loss or property or personal injury arising from the use of the site on Baxton's Lane.

General Rules

- i) No animals except guide dogs are allowed on the Baxton's Road site save for the Car Parking area. If left in cars pets must suffer no discomfort.
- ii) No commercial services or goods may be bought and/or sold on the site without the written consent of the Registered Charity No. 523358.
- iii) All events and activities held on the site including those on the Pavilion shall terminate at the latest by 11.30.pm. The site and/or premises will be vacated within 30 minutes of the times listed. These times are mandatory UNLESS written permission is received from the Registered Charity No. 523358.
- iv) The Pavilion including the changing area must be left in a secure fashion at the end of each use. If the premises are found to have been left in an insecure condition the Club which used the facility last will be deemed to be responsible.
- v) After use the Pavilion, the changing area, bar and general areas including the kitchen (if used) will be left in a clean and tidy condition with equipment and furniture replaced to its original position with all rubbish being removed to the receptacles provided.
- vi) Damage, of any type must be reported to the Registered Charity No. 523358, and will be charged to the Club or hirer who last used the facility.
- vii) No wall fixings for Club or other notices of any kind may be used except in the designated area of the Pavilion.
- viii) If any Club Committee is supplied with a key to any part of the facility including any storage areas the responsibility for that key rests with the Club Committee. Lost keys will be charged at £10.00 per unit.
- ix) Smoking on the Baxton's Road site will only be permitted in the designated smoking area.
- x) In all things common sense will prevail.

Club/Organisation Name.....

Signed by (please print).....

Position of Signatory.....

Date.....

Signed.....

Signed on Behalf of Helmsley Recreation Ground Registered Charity No.
523358

Signed by.....

Position.....

Date.....

Signed.....