



Kington Recreation Ground Trust

Charity No. 520963.

Old Police Station, Kington, Herefordshire HR5 3DP. Tel : 01544 239098

Email: clerk@kingtontowncouncil.gov.uk

www.kingtontowncouncil.gov.uk

**Minutes of a meeting of Kington Recreation Trust Meeting held on Monday 7th
April 2025 at 5pm at The Old Police Station, Market Hall Street, Kington.**

Present: Cllr. P. Sell - Chair
Cllr. E. Banks
Cllr. R. Banks
Cllr. B. Bishop
Cllr. N. Cornish
Cllr. M. Fitton
Cllr. E. Rolls
Cllr. R. Widdowson
Cllr. M. Woolford

In attendance: Liz Kelso, Clerk
Ruth Robinson, Assistant Clerk

020/25 Apologies, Declarations of Interest and Requests for Dispensation

Apologies were noted from Cllr. T. Bounds. There were no declarations of interest and no requests for dispensation.

021/25 Minutes

The minutes of the meeting held on 3rd March 2025, which had been previously circulated, were accepted and the Chair was authorised to sign the minutes as a true record of proceedings at that meeting.

022/25 Financial matters

a) Accounts for the year ended 31.3.2025

Members noted and accepted the accounts for the year ended 31.3.2025, as attached to these Minutes.

b) Grant payment request

It was agreed that Kington Town Council be requested to transfer the funds as agreed to support salary payments for the ground staff for the current financial year.

023/25 Exclusion of the public

It was resolved that due to the confidential nature of the business of the next two agenda items, that members of the public be excluded from the following two agenda items in accordance with the provisions of the Public Bodies (Admission to Meetings) Act 1960 (3)

024/25 Recreation Ground cottage

a) Update on current status

The Clerk reported that as agreed at the last meeting, notice has been served on the tenants and it was expected that the property would be vacated by mid May so that work can start on the repairs. It was agreed that the Clerk would write to the tenants on a weekly basis with regard to other outstanding matters.

b) Future proposals

As requested, the clerk presented a paper on options for the cottage going forward. It was agreed to defer a review of the decision pending receipt of the surveyor's report.

c) Additional survey

It was agreed that the surveyor be requested to revisit the cottage to update the previous survey at a cost of £750.00 to be carried out as soon as the premises are vacated. The surveyor will be asked to provide budget costs for the recommended works.

025/25

Recreation Ground Terms of Hire

a) Amendment to terms of hire

It was agreed to incorporate two small amendments to the current term of hire, as presented to the meeting and as attached to these Minutes.

b) Hire Charges

Noting that hire charges have not been reviewed for many years, hire charges for the Recreation Ground were considered and agreed as attached to these Minutes. It was further agreed that members would consider any request to waive charges for activities if or when requested on an individual basis.

026/25

Crooked Well Meadow

a) Update on transfer

The Clerk confirmed that the signed transfer document had been returned to Herefordshire Council and we await confirmation when the transfer has been completed.

b) Crooked Well Management Plan

This agenda item was deferred to allow the working party set up to work on this to complete their work. In the meantime, budget figures for grass cutting, a tree survey and play equipment survey have been obtained, as agreed at the last meeting. Options for using own staff and equipment for some work were briefly highlighted.

027/25

Trust Deed Reinstatement

As agreed at the last meeting, work on the reinstatement and amendment of the Trust Deed had been halted pending investigation into one other possible location for the original paperwork but it was not evident that the original documentation had not been located. The solicitors acting on behalf of the Trust can now be instructed to proceed with the work.

028/25

Recreation Ground Public Right of Way

The Assistant Clerk reported that after much discussion with Herefordshire Council on responsibility for the public right of way through the Recreation Ground, a formal refusal to effect repairs has been received on the grounds that responsibility lies with the landowner, i.e. the Recreation Ground Trust. It was therefore agreed that the assistant clerk now obtains quotations for repairs to the potholes and, potentially, a resurfacing of the entire path, for consideration at a later meeting.

029/25

Tree work

- **Proposal to fell Lawson Cypress Tree**

Following concerns raised by the Cricket Club, a tree safety specialist was asked to review the Lawson Cypress Tree adjacent to the Cricket Club building and has confirmed that the tree is unstable and should be felled as a matter of urgency. Two quotations for this work were considered and the quotation from contractor Owen Whittall was accepted at a cost of £1,620.00 (+VAT). It was confirmed that relevant certifications, method statements, risk assessments and insurance documentation have been received from the contractor.

- **Additional tree safety survey**

Following the poor weather over the winter and some unexpected tree safety concerns, it was proposed that an additional tree safety survey be carried out earlier than originally proposed. Several tree safety experts have been consulted but only one quotation received which, for the Recreation Ground amounts to £800.00 (+ VAT) and for Crooked Well, once transferred, amounted to £550.00 (+VAT). Quotations for both areas were accepted.

030/25

Next Meeting and Items for next agenda

The next meeting will be held on Monday 2nd June 2025 at 5.00pm in the Old Police Station, Market Hall Street, Kington. The following items were raised for the agenda:

- Management plan for Crooked Well
- Update on cottage survey
- Footpath repairs

There being no further business, the meeting was declared closed.

KINGTON RECREATION GROUND HIRING AGREEMENT

Name of Organisation:

Contact Details

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Email:

Telephone:

Emergency contact during period of hire:

Date/s of Hiring fromto

Days required: please tick all the appropriate days

M	T	W	Th	F	S	S	M	T	W	Th	F	S	S

Please note your booking must include set up and clearing days.

Please attach, or forward no later than 14 days before your event/period of hire:

- a copy of any relevant Licence that is issued for the event
- A copy of your Public Liability Insurance Policy, which must cover ANY and ALL damage to the Recreation Ground, the trees and flora, and all permanent buildings, railings, toilets, gates, water pipes, main and storm drains, within or upon the recreation Ground. It must also include cover for Personal Injury to all persons attending matches or practices, or members of the public
- A copy of the programme or fixture list relating to this booking.
- The Risk Assessment showing clearly any risks attached to the use of the Trust Property
- Health and Safety Policy where applicable
- Confirmation that Statutory provision has been made for first aid, crowd management etc. where applicable.

There is a dedicated gate for your use; you are responsible for keeping the keys safe.
Please ensure all gates are locked at night or when the Ground is left unmanned
Keys obtainable from Kington Town Council

CONDITIONS OF HIRE

1. Free public access is to be retained throughout the entire hire period, and safe and unrestricted public access to all play equipment must be guaranteed.
2. Neither Kington Recreation Ground Trust or Kington Town Council accept liability for any damage to vehicles or persons using the Recreation Ground, or for any items that may be lost by persons using these areas or lost from any vehicles using the site.
3. *Kington Recreation Ground Trust nor Kington Town Council will tolerate any abuse of our staff or councillors by you or your event participants during your event. Future bookings may be refused in the event of any abuse towards our staff.*
4. Kington Recreation Ground Trust nor Kington Town Council accepts no liability for any injury that may be caused to people using the Recreation Ground during the time of hire, other than that caused by the negligence of the Trust and/or Town Council or its staff.
5. Keys may be made available to allow access to the grounds, by request. Charges will be made if these are not returned. All gates/barriers must be secured at the end of an event.
6. Toilets may be made available by request at the time of booking. The toilets must be left in a clean and tidy condition at the end of the hire period. *Any misuse of these facilities may result in the closure of the toilets before or during your period of hire and any costs incurred by the Recreation Ground Trust as a result of any misuse may be recharged to you.*
7. Special licences may be required for some types of events. It is the hirer's responsibility to obtain the appropriate licence where applicable
8. The hirer is responsible for taking out appropriate public liability insurance and must provide the Town Council/Recreation Ground Trust with a copy of the policy document.
9. The hirer is responsible for carrying out their own risk assessment for the hiring period, ensuring their event/hire period is properly stewarded and that a first aid kit is available. A risk assessment must be provided to the Town Council/Recreation Ground Trust.
10. Hirers are responsible for ensuring that a mobile phone is available for use in emergencies.

11. Adequate provision must be made for parking by the hirer, if required. Whilst some parking on site is permitted, this is subject to suitable weather conditions. Any damage to the Recreation Ground as a result of using vehicles on the ground in adverse weather conditions will incur a charge for any remedial work required.
12. Care should be taken to ensure that those attending the event by car do not block adjacent roads or damage grass verges.
13. Noise levels must not be such as to unduly disturb nearby residents.
14. Any temporary structures erected may only be erected by permission from the Council/Recreation Ground Trust and must be suitable for purpose and comply with relevant safety conditions. They must be fitted with suitable load spreading base plates. This includes marquees, tents, stands, and inflatable devices such as bouncy castles.
15. Any damage to land, equipment, buildings, trees, hedges or fences shall be repaired or otherwise made good at the hirer's expense.
16. If any part of the Recreation Ground is damaged or left in an unsatisfactory state, e.g. any rubbish, then further bookings will not be permitted, and a charge will be levied for any damage caused.
17. Suitable arrangements must be made for the disposal of all refuse immediately after the event, and that all advertisement flyers are removed from the Recreation Ground and surrounding areas in Kington before leaving.
18. The hiring fee, where appropriate, is to be paid in advance.
19. The hirer must confirm the start and finish times for events, at the time of booking.
20. The hirer and event must not contravene laws relating to betting, gaming and lotteries.
21. The grounds must not be used for any other purpose than that in this Agreement.

Kington Recreation Ground Trust reserves the right to refuse any booking or to cancel any booking at short notice in the event that it is considered dangerous to the public to continue with the booking or if required to do so by the emergency services.

YOUR DATA

Kington Recreation Ground Trust is the Data Controller under data protection law and will use the information you provide on this form in order to enable you to hire the Recreation Ground for your event as specified above

The legal basis for processing this data is your consent to do so. You can withdraw your consent at any time by notifying us. Our contact details to do so, or for any other queries, can be found at the bottom of this form.

Your data forms part of the contract for the hire of the Recreation Ground and we will keep your data for a period of 5 years from the date of hire. At the end of that period your data will be destroyed.

Your information will not be shared further but may be shared with the Recreation Ground trust insurers or legal advisors in the event of loss or damage occurring in connection with your period of hire.

Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Further information about the processing of your data can be found on our website at www.kingtontowncouncil.gov.uk.

Declaration : I, the undersigned hereby make application for the hire of Kington Recreation Ground, as specified above, and agree to abide by the conditions of hire that apply to such a hiring and to pay such fees or charges as may be applicable in connection with this hiring.

Signed

Position.....

Date

Signed.....

On behalf of Kington Recreation Ground Trust

Date.....

Kington Recreation Ground Trust
c/o Kington Town Council
The Old Police Station, Market Hall Street, Kington, HR5 3DP
Tel: 01544 239 098
Mobile: 07483 914 485
Email: clerk@kingtontowncouncil.gov.uk

Kington Recreation Ground Hire charges
w.e.f. 1.4.2025

<u>Period of Hire</u>	<u>Charge</u>
Large event: Full day	£200.00 per day
Large event: Half day or part thereof	£125.00
Small event: Full day	£125.00
Small event: Half day or part thereof	£75.00
Parking provision only	£50.00 per day

All bookings for the Recreation Ground are subject to completion of a hire agreement and provision of documentation regarding insurance, risk assessments etc. as required.

Kington Recreation Ground Trust may, at its sole discretion waive or amend the above fees on request.

All charges are payable in advance of your period of hire.

Additional charges for cleaning or removal of rubbish may be levied if the grounds are not left in a clean and acceptable condition after your period of hire.

Kington Recreation Ground Trust



ACCOUNTS

for the year ended 31st March 2025

Charity No. 520963

Kington Recreation Ground Trust

Old Police Station, Market Hall Street

Kington, Herefordshire, HR5 3DP

Tel: 01544 239098 or 07483914485

Kington Recreational Ground

PAYMENTS AND RECEIPT ACCOUNT

Year ended 31.3.2025

RECEIPTS	2024	2025
Rent of Cottage	5200.00	5100.00
Bank Interest	0.00	0.00
Western Power	40.65	44.91
Other (see note 2)	6350.00	5800.00
	11590.65	10944.91
 <i>Less: ADMINISTRATIVE EXPENSES (Note 1)</i>	 12141.78	 13663.23
 SURPLUS / (DEFICIT) OF RECEIPTS OVER PAYMENTS	 -551.13	 -2718.32
General reserve	5370.63	4819.50
 GRAND TOTAL	 4819.50	 2101.18
 HSBC ACCOUNTS		
61336371		
90024732		
UNITY ACCOUNT 20431358	4819.50	2101.18
Unpresented cheques		
 TOTAL OF PORTFOLIO	 4819.50	 2101.18

NOTES ON AND FORMING PART OF THE ACCOUNTS

	2024	2025
1. ADMINISTRATIVE EXPENSES		
Groundsman	12069.78	13588.53
Other - Bank charges	72.00	74.70
TOTAL AS PER PAYMENTS AND RECEIPT ACCOUNT	12141.78	13663.23
2. OTHER (Receipt)		
Hire Charges	1350.00	800.00
Cricket Club	1000.00	0.00
Eon	40.65	44.91
Grant from Kington Town Council	4000.00	5000.00
	6390.65	5844.91

