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Date: 19<sup>th</sup> July, 2022

Dear Sir/Madam,

A meeting of the **CABINET** will be held in the Council Chamber, Town Hall, Nuneaton, on **Wednesday, 27<sup>th</sup> July, 2022** at **6.00 p.m.**

The public can follow the decision making online:-  
[www.nuneatonandbedworth.gov.uk/virtual-meeting](http://www.nuneatonandbedworth.gov.uk/virtual-meeting).

Please note that meetings are recorded for future broadcast.

Yours faithfully,

BRENT DAVIS

Chief Executive

To: Members of Cabinet

Councillor K. Wilson (Leader of the Council and Business and Regeneration)  
Councillor C. Golby (Deputy Leader and Housing and Communities)  
Councillor S. Croft (Finance and Corporate)  
Councillor S. Markham (Public Services)  
Councillor R. Smith (Planning and Regulation)  
Councillor J. Gutteridge (Health and Environment)

Also invited:

Councillor C. Watkins (Leader of the Main Opposition Group and Observer)

## AGENDA

### PART I

#### PUBLIC BUSINESS

##### 1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds, please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside Virgin Money Bank (formerly the Yorkshire Bank) on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

I would also advise that all or part of the meeting will be recorded for future broadcast.

##### 2. APOLOGIES - To receive apologies for absence from the meeting.

##### 3. DECLARATIONS OF INTEREST

To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

###### Declaring interests at meetings

If there is any item of business to be discussed at the meeting in which you have a disclosable pecuniary interest or non-pecuniary interest (Other Interests), you must declare the interest appropriately at the start of the meeting or as soon as you become aware that you have an interest.

Arrangements have been made for interests that are declared regularly by members to be appended to the agenda (**Page 6**). Any interest noted in the Schedule at the back of the agenda papers will be deemed to have been declared and will be minuted as such by the Committee Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule.

There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room, the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

2. Where a dispensation has been granted to vote and/or speak on an item where there is a Disclosable Pecuniary Interest, but it is not referred to in the Schedule (where for example, the dispensation was granted by the Monitoring Officer immediately prior to the meeting). The existence and nature of the dispensation needs to be recorded in the minutes and will, therefore, have to be disclosed at an appropriate time to the meeting.

Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Audit and Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.

Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.

4. MINUTES - To confirm the minutes of the Cabinet meeting held on the 22<sup>nd</sup> June, 2022 **(Page 9)**
5. PUBLIC CONSULTATION – Members of the Public will be given the opportunity to speak on specific agenda items or have their submitted statement read by an officer of the Council, if notice has been received.
6. UPDATE OF THE OUTDOOR PITCH BOOKING POLICY – report of the Director – Public Services attached **(Page 16)**
7. UK SHARED PROSPERITY FUND – report of the Director – Housing and Regeneration attached **(Page 44)**
8. LEVELLING UP AND DEVOLUTION DEAL FOR WARWICKSHIRE – report of the Chief Executive – **to follow**
9. RECOMMENDATIONS FROM OVERVIEW AND SCRUTINY PANELS – none

10. ANY OTHER ITEMS - which in the opinion of the Chair of the meeting should be considered as a matter of urgency because of special circumstances (which must be specified).
11. EXCLUSION FROM PUBLIC AND PRESS  
**RECOMMENDED** that under Section 100A(4) of the Local Government Act 1972, the public and press be excluded from the meeting during consideration of the following item, it being likely that there would be disclosure of exempt information of the description specified in paragraph (iii) of Part I of Schedule 12A to the Act.
12. HOUSING IT INFRASTRUCTURE AND SUPPORT – report of the Director – Regeneration and Housing

# **Nuneaton and Bedworth Borough Council**

## **Building A Better Borough**

*Nuneaton and Bedworth 2032: working in partnership, restoring pride in our borough*

### **AIM 1: LIVE**

We want to make our borough a place where our residents enjoy living and in which others choose to make their home.

**Priority 1: Promote residents' health and wellbeing**

**Priority 2: Enable appropriate housing development**

**Priority 3: Sponsor a sustainable green approach**

**Priority 4: Prioritise community safety and empowerment**

### **AIM 2: WORK**

Using our prime location within the national road and rail networks and responding to the needs of private companies, we want to make our borough a place in which businesses choose to locate and where our residents enjoy a range of employment options.

**Priority 1: Grow a strong and inclusive economy**

**Priority 2: Champion education and skills**

**Priority 3: Embrace new and emerging technology**

**Priority 4: Support local businesses**

### **AIM 3: VISIT**

Taking advantage of our open green spaces, our heritage, and our location within the West Midlands, we want our borough to be a vibrant destination for residents and visitors alike. A place where people and families want to spend time relaxing, socialising and taking part in leisure and cultural activities.

**Priority 1: Create vibrant and diverse town centres**

**Priority 2: Stimulate regeneration**

**Priority 3: Celebrate and promote our heritage**

**Priority 4: Improve the physical environment**

**Cabinet - Schedule of Declarations of Interests – 2022/2023**

	<b>Name of Councillor</b>	<b>Disclosable Pecuniary Interest</b>	<b>Other Personal Interest</b>	<b>Dispensation</b>
	General dispensations granted to all members under s.33 of the Localism Act 2011			Granted to all members of the Council in the areas of: <ul style="list-style-type: none"> <li>- Housing matters</li> <li>- Statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992</li> <li>- An allowance, payment given to members</li> <li>- An indemnity given to members</li> <li>- Any ceremonial honour given to members</li> <li>- Setting council tax or a precept under the Local Government Finance Act 1992</li> <li>- Planning and Licensing matters</li> <li>- Allotments</li> <li>- Local Enterprise Partnership</li> </ul>
	S. Croft	Employed at Holland & Barrett Retail Ltd	Treasurer of the Conservative Association Member of the following Outside Bodies: <ul style="list-style-type: none"> <li>• Champion for Safeguarding (Children and Adults)</li> <li>• Local Government Superannuation Scheme Consultative Board</li> </ul> West Midlands Employers	
	C. Golby		Member of Warwickshire County Council  Membership of Other Bodies: <ul style="list-style-type: none"> <li>• Nuneaton and Bedworth Safer and Stronger Communities Partnership</li> <li>• Nuneaton and Bedworth Community Enterprises Ltd.</li> <li>• Nuneaton and Bedworth Home Improvement Agency</li> <li>• Safer Warwickshire Partnership Board</li> <li>• Warwickshire Housing and Support Partnership</li> <li>• Warwickshire Police and Crime Panel</li> <li>• George Eliot Hospital</li> </ul>	

	Name of Councillor	Disclosable Pecuniary Interest	Other Personal Interest	Dispensation
			<p>NHS Trust – Public/User Board</p> <ul style="list-style-type: none"> <li>• George Eliot Hospital NHS Foundation Trust Governors</li> <li>• District Leaders (substitute)</li> <li>• Local Enterprise Partnership (substitute)</li> <li>• Coventry, Warwickshire and Hinckley and Bosworth Joint Committee (substitute)</li> </ul>	
	J. Gutteridge		<p>Representative on the following Outside Bodies:</p> <ul style="list-style-type: none"> <li>• Warwickshire Health and Wellbeing Board</li> <li>• Age UK (Warwickshire Branch)</li> <li>• Committee of Management of Hartshill and Nuneaton Recreation Ground</li> <li>• West Midlands Combined Authority Wellbeing Board</li> </ul> <p>Member of NABCEL</p>	
	S. Markham	County Councillor – W.C.C.	<p>Governor at Ash Green School</p> <p>Member of the following Outside Bodies:</p> <ul style="list-style-type: none"> <li>• Nuneaton and Bedworth Sports Forum</li> <li>• Warwickshire Direct Partnership</li> <li>• Warwickshire Waste Partnership</li> <li>• Sherbourne Asset Co Shareholder Committee</li> </ul>	
	R. Smith		<p>Chairman of Volunteer Friends, Bulkington; Trustee of Bulkington Sports and Social Club;</p> <p>Member of the following Outside Bodies:</p> <ul style="list-style-type: none"> <li>• A5 Member Partnership;</li> <li>• PATROL (Parking and Traffic Regulation Outside of London) Joint Committee;</li> <li>• Building Control Partnership Steering Group</li> <li>• Bulkington Village Community and Conference Centre</li> <li>• Representative on the Nuneaton and Bedworth</li> </ul>	

	Name of Councillor	Disclosable Pecuniary Interest	Other Personal Interest	Dispensation
			Older Peoples Forum <ul style="list-style-type: none"> <li>• West Midlands Combined Authority and Land Delivery Board</li> </ul>	
	K.D. Wilson	Acting Delivery Manager, Nuneaton and Warwick County Courts, HMCTS, Warwickshire Justice Centre, Nuneaton	Deputy Chairman – Nuneaton Conservative Association  Corporate Tenancies: properties are leased by NBBC to Nuneaton and Bedworth Community Enterprises Ltd, of which I am a Council appointed Director.  Representative on the following Outside Bodies: <ul style="list-style-type: none"> <li>• Director of Nuneaton and Bedworth Community Enterprises Ltd (NABCEL)</li> <li>• Coventry, Warwickshire and Hinckley &amp; Bosworth Joint Committee</li> <li>• District Council Network</li> <li>• Local Government Association</li> <li>• Director of Coventry and Warwickshire Local Enterprise Partnership Ltd (CWLEP)</li> <li>• West Midlands Combined Authority</li> </ul>	



**NUNEATON AND BEDWORTH BOROUGH COUNCIL**

**CABINET**

**22<sup>nd</sup> June, 2022**

A meeting of Cabinet was held on Wednesday 22<sup>nd</sup> June 2022 in the Council Chamber which was live streamed and recorded.

**Present**

Councillor K. Wilson (Leader and Business and Regeneration (Chair))  
Councillor C. Golby (Deputy Leader and Housing and Communities)  
Councillor S. Croft (Finance and Corporate)  
Councillor J. Gutteridge (Health and Environment)  
Councillor S. Markham (Public Services)  
Councillor R. Smith (Planning and Regulation)

The Chair wished to place on record his and Cabinets thanks to all the officers for their hard work over the Platinum Jubilee weekend in making it a very successful weekend of events.

CB14 **Apologies**

None received

CB15 **Declarations of Interest**

**RESOLVED** that the Declarations of Interest for this meeting are as set out in the Schedule attached to these minutes.

CB16 **Minutes**

**RESOLVED** that the minutes of the Cabinet meeting held on 25<sup>th</sup> May 2022, be approved, and signed by the Chair.

CB17 **Leisure Development – Bedworth Physical Activity Hub**

The Director for Public Services submitted a report the Cabinet providing an update after the appointment of the Project Team and specialist consultants to progress Royal Institute of British Architects (RIBA) Stages 4A and 4B for the Bedworth Physical Activity Hub

**RESOLVED** that

- a) the update report be noted;
- b) the developed Site Plan, General Arrangement drawings and Visuals for the scheme at Appendix 1 of the report be noted;
- c) the updated project summary budget in table 8.2 of the report, together with the funding profile as detailed in section 9.2 of the report be noted;

- d) the budget implications be included within the 2022/23 budget process and Medium-Term Financial Strategy update;
- e) the appointment of BAM Construction Ltd via a two-stage process under the Procure Partnerships Framework (£12million+ West Midlands) be noted;
- f) the submission of a planning application for the Bedworth Physical Activity Hub and the approval outcome of the Planning Committee on 14th June 2022 and associated Decision Notice be noted;
- g) delegated authority be given to the Director – Public Services in consultation with the Director – Finance & Enterprise, Creditors and Procurement Manager, and the Portfolio Holder – Public Services to enter into a JCT Design & Build contract with BAM Construction Ltd for the delivery of the Bedworth Physical Activity Hub providing the main contract value aligns with the overall project budget;
- h) delegated authority be given to the Director – Public Services in consultation with the Strategic Creditors and Procurement Manager, and the Portfolio Holder - Public Services to develop, implement and commence the leisure operator procurement process;
- i) the successful funding award of £2million under the Sport England Strategic Facilities Fund be noted, and the additional £500k of funding be utilised as additional contingency in response to current market pressures, thereby increasing the overall Project Budget to £27.5million;
- j) the ongoing engagement with LUF (Levelling Up Fund) to keep them updated regarding progress of the delivery of the scheme and monitoring and evaluation reporting to release grant funding awarded be endorsed; and
- k) delegated authority be given to the Director – Public Services in consultation with the Director – Finance & Enterprise, Creditors and Procurement Manager, and the Portfolio Holder – Public Services to enter into partnership working with WCC to deliver the Green Corridor routes in the Bedworth Town Centre and Highway crossing as part of the LUF application be approved.

**Speakers:**

Councillor K. Kondakor

Options

Note the update

Reasons

The work being undertaken to deliver future leisure and green space/active design activities is a key strategic outcome for the Council, supporting residents with opportunities for improvements in their health and wellbeing.

**CB18 Recommendations From Overview and Scrutiny Panels**

There were no recommendations.

CB19 **Any Other Items**

None

CB20 **Exclusion of the Public and Press**

**RESOLVED** that under Section 100A(4) of the Local Government Act 1972, the public and press be excluded from the meeting during consideration of the following item, it being likely that there would be disclosure of exempt information of the description specified in paragraph 3 and 5 of Part I of Schedule 12A to the Act.

CB21 **Regeneration Projects Update**

The Director – Regeneration and Housing provided Cabinet with a report regarding the current status of the regeneration projects within Nuneaton Town Centre, and to seek appropriate Delegated Authorities to continue to progress the projects in a timely manner.

**RESOLVED** that

- a) Delegated Authority be given to the Head of Estates & Regeneration to negotiate and agree the purchase of the freehold of 43 Church Street, Nuneaton;
- b) Delegated Authority be given to the Head of Estates & Regeneration to negotiate and agree the purchase of freehold of Mill House, Mill Street, Nuneaton;
- c) Delegated Authority is given to the Head of Estates & Regeneration to secure vacant possession of those properties outlined in section 5.5 of the report;
- d) Delegated Authority is given to the Director, Regeneration & Housing to procure construction contractors for the Bridge to Living Scheme; and
- e) Delegated Authority is given to the Director, Regeneration & Housing, in consultation with the Leader of the Council and the Chief Executive, to submit the Levelling Up Fund 2 (LUF 2) bid for Nuneaton.

**Speakers:**

Councillor K. Kondakor

**Options**

- 1) To approve the recommendations
- 2) To not approve the recommendations
- 3) Amend the recommendations

**Reasons**

The regeneration of the Borough is a priority for the Council. The Council must continue to deliver the projects in line with proposed delivery timescales in order to comply with funding requirements and therefore ensure funding is secure.

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Chair

**PUBLICATION DATE: 12<sup>th</sup> JULY, 2022**

**DECISIONS COME INTO FORCE: 20<sup>TH</sup> JULY, 2022**

## Cabinet - Schedule of Declarations of Interests – 2022/2023

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## Cabinet Report Summary Sheet

**Date:** 27th July 2022

**Subject:** Update of the Outdoor Pitch Booking Policy

**Portfolio:** Public Services (Councillor S. Markham) and Health & Environment (Councillor J. Gutteridge)

**From:** Leisure and Health Manager

**BABB Aim 1: Live**

**BABB Priority 1: Promote residents' health & wellbeing**

**Summary:** This report provides Cabinet the proposed updated Outdoor Pitch Booking Policy that was presented at Finance and Public Services Overview & Scrutiny Panel on 9 June 2022.

**Recommendations:**

1. That the updated policy in Appendix A is accepted
2. That the updated policy in Appendix A is rejected

**Reasons:** The policy was last refreshed pre 2005 and therefore over the course of these years there have been several changes to the facilities that can be hired, the process of booking pitches and the conditions in which they are to be used.

**Options:** Accept or Reject the updated policy in Appendix A.

**Subject to call-in:** Yes



**Ward relevance:** All wards

**Forward plan:** Yes

**Equal opportunity implications:**

No direct equal opportunities implications

**Human resources implications:**

None

**Financial implications:**

The changes to the Policy will not have direct financial impacts although the changes will increase capacity within NBBC officer time

**Health Inequalities Implications:**

The adopted Leisure Facilities Needs Assessment Strategy supports the Council's Building a Better Borough Objectives in improving health and well-being by providing opportunities and facilities for residents to access and take part in physical activity at all levels across the Borough.

**Section 17 - Crime and Disorder Implications:**

None

**Risk management implications:**

None

**Environmental implications:**

None

**Legal implications:**

None

**Contact details:**

Katie Memetovic-Bye – Leisure and Health Manager

Telephone 024 7637 6147

e-mail: [katie.memetovicbye@nuneatonandbedworth.gov.uk](mailto:katie.memetovicbye@nuneatonandbedworth.gov.uk)

**AGENDA ITEM NO: 6****NUNEATON AND BEDWORTH BOROUGH COUNCIL**

**Report to: July 2022**

**From: Leisure and Health Manager**

**Subject: Update of the Outdoor Pitch Booking Policy**

**Portfolio: Public Services (Councillor S. Markham) and Health & Environment (Councillor J. Gutteridge)**

**BABB Aim 1: Live**

**BABB Priority 1: Promote residents' health & wellbeing**

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1. Purpose of Report

1.1 This report provides Cabinet the proposed updated Outdoor Pitch Booking Policy that was presented at Finance and Public Services Overview & Scrutiny Panel on 9 June 2022.

2. Recommendations

- 2.1
1. That the updated policy in Appendix A is accepted
  2. That the updated policy in Appendix A is rejected

3. Background

3.1 The Outdoor Pitch Booking Policy covers all the conditions, regulations and application requirements for the use of sports playing pitches, pavilions and hireable green space owned by NBBC including the Byelaws for Nuneaton and Bedworth.

3.2 The policy was last refreshed pre 2005 and therefore over the course of these years there have been several changes to the facilities that can be hired, the process of booking pitches and the conditions in which they are to be used.

### 3.3 Some of the key changes within the policy include:

- A change to the contact details and job title of the Pitch Booking officer – this is now managed via the team at Nuneaton Harriers as part of the Service Level Agreement between NBBC and the Harriers.
- Updated links to the most recent charges and fee information using direct links to the NBBC website to ensure it is future proof and remains up to date
- Update wording to ensure as a minimum hirers have £5 million public liability insurance
- Rewording of cancellation charges to cover late cancellations and the criteria for cancelling
- Removal of Pingles Leisure Centre outside space as this is now managed under the leisure contract management by Everyone Active
- Additional wording to ensure that any damage caused to facilities is repaired by NBBC but invoiced to the users
- Inclusion of the requirements of an email address on all bookings and a second contact name and contact details
- Removal of pavilions that are no longer open, unsuitable for hire or under self-management agreements
- Removal of reference to Bye Laws

KATIE MEMETOVIC-BYE  
Leisure and Health Manager

Appendices

Appendix A – Outdoor Pitch Booking Policy

**MASTER COPY**

**OUTDOOR PITCH BOOKING  
POLICY**

**April 2022**

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# **OUTSIDE EVENTS**

## **CONDITIONS & REGULATIONS OF HIRING**

This document details the Outside Booking policy for Nuneaton and Bedworth Borough Council (see contents page for further information).

Reference to the Pitch Booking Officer is deemed to include or any designated officer of Nuneaton and Bedworth Borough Council acting as his/her authorised representative.

### **GENERAL CONDITIONS**

The person making an application shall be deemed to be the Hirer for the purposes of these conditions.

The Hirer has the right to use all facilities and equipment as the Pitch Booking Officer may allocate in accordance with the booking.

The Treasurer identified on the booking is the debtor and will be personally liable for the payment.

### **Charges**

All charges are as set out in the Fees and Charges document online.

Fees and charges are available at:

[https://www.nuneatonandbedworth.gov.uk/download/downloads/id/4226/fees\\_and\\_charges\\_2021\\_-\\_2022.pdf](https://www.nuneatonandbedworth.gov.uk/download/downloads/id/4226/fees_and_charges_2021_-_2022.pdf) A charge will not normally be made for the use of parks and open space areas by non-profit making organisations. However, any damage or reinstatement costs including disposal of on-site litter will be invoiced to the hirer.

**All Organisations** shall be liable to pay for work or materials/equipment provided by the Council.

In the event of the Hirer or any person involved in the hire occupying the facility before or after the agreed period of hire, a charge for each additional hour or part hour will be made at a rate equal to the hourly rate for the original period of hire.

### **Application for Hiring**

In the event of non-payment within the specified time, all future bookings will be cancelled without compensation.

Applications should be submitted as early as possible.

All applications shall be made on the appropriate official application form (specific to the facility) and returned by email to [office@thepinglesstadium.com](mailto:office@thepinglesstadium.com)

### **The Hirer Undertakes**

- (i) To regulate the conduct of persons using the facility by virtue of these conditions so that nothing shall be done contrary to statute or any of the regulations governing the facility or other local authority Byelaws in anyway.

Not to permit or suffer to be done any act or thing which may in any way imperil any licence granted or any insurance affected in respect of the facility.

- (ii) To make full provision for ensuring spectator safety and welfare at all times, including:
- Adequate crowd stewarding (a proper number of attendants and stewards for the efficient supervision (including car parking arrangements) of the said facility and for the safety thereof as deemed necessary by the Pitch Booking Officer.
  - First Aid point and qualified First Aid assistance.
  - Emergency arrangements etc.

**In the Event of** any damage being caused to the facility or anything therein, any article or thing supplied to the Hirer or to anyone upon the premises or acting with the Hirer's express or implied consent during the period of occupation as aforesaid Nuneaton and Bedworth Borough Council will make good all damage or loss and invoice the hirer.

Nuneaton and Bedworth Borough Council shall have the right to eject from the facility any person, during the currency of this licence, who in the opinion of the Pitch Booking Officer is misusing the facilities.

### **The Hirer Shall:**

- (a) Not use the facilities for any other purpose except that specified on the official application form.
- (b) Not transfer or assign the benefit of any hiring of the facilities or any part thereof without written consent of the Pitch Booking Officer.
- (c) Insure with a minimum of £5 million public liability insurance against such risks as may be reasonably required, by the Pitch Booking Officer.
- (d) Arrange and be responsible for the organisation of the event or activity in respect of which the facility has been hired.
- (e) Leave the facility in good repair and condition and clean and tidy.
- (f) Ensure that all users wear appropriate clothing and footwear.
- (g) Not admit any live animals, glassware or articles of an inflammable, explosive, dangerous, noxious or offensive nature without the written authorisation of the Pitch Booking Officer.
- (h) Take all necessary precautions to prevent danger or damage by fire including ensuring that there is no obstruction to any exits from the facility.

- (i) Arrange for a person who holds a valid first aid certificate to be in charge of safety and first aid and ensure that this person is also familiarised with the emergency procedures and equipment for the event/activity, if so requested by the Operational Services Director (authorised Representative)
- (k) Comply with the Byelaws of Nuneaton and the Byelaws of Bedworth where so applicable. These can be found at the link:  
<https://www.nuneatonandbedworth.gov.uk/downloads/download/396/byelaws>
- (l) Not erect a tent, marquee, hut or stall of any kind without prior consent of the Pitch Booking Officer, whose permission must be obtained for the siting of such a structure.
- (m) Not affix any advertisements at the facility without the prior consent of the Pitch Booking Officer.
- (n) Not permit or suffer any person to bring any intoxicating liquor or other alcoholic refreshments or drugs onto the facility.
- (o) Ensure that all electrical equipment which is used by the Hirer at the facility shall have undergone a currently valid electrical inspection. The Hirer must be able to provide valid documentary evidence to this effect in accordance with the Electricity at Work Regulations.
- (p) Ensure that any equipment supplied and used by Hirers complies with Provision and Use of Work Equipment Regulations 1998. Hirers to provide copies of valid safety certificates.
- (q) Comply with any instructions issued by an officer of the emergency services, and the appropriate Nuneaton and Bedworth Borough Council officers relating to Environmental Health and Health and Safety.

### **Indemnity**

The Hirer shall indemnify Nuneaton and Bedworth Borough Council against liability, loss claims or demands in respect of the death of or injury to any person(s) or damage to, or loss of property belonging to any person(s) arising out of the hire and/or use of the facility and consequential losses (including any expenses incurred in making good the damage and/or administration costs) provided that these conditions shall not impose any liability upon the Hirer in respect of negligence or breach of duty by the Council.

The Hirer shall provide appropriate certificates of Public Liability Insurance including those for all event participants prior to the booking, failure to produce a valid certificate no later than 30 days prior to the event will jeopardise the booking. The public/products liability insurance should be for an indemnity of £5,000,000 or greater.

Where a policy specifies which items of equipment are insured, only these can be allowed onto the site.

A copy of the policy cover will be requested by the Pitch Booking Officer.



### **Termination of Hiring**

- (a) The Council shall have the right of instantly terminating the hiring if the Hirer fails to maintain good order and conduct, or if the facility or any part thereof is used for unseemly or unauthorised purposes and in such event no compensation shall be payable.
- (b) Cancellation of bookings can be made before 10am on the Friday (before weekend fixtures) with no charge. The Pitch Booking Officer can use their discretion in the event of extreme weather conditions for cancellation charges not to apply. If the hirer does not inform the Pitch Booking Officer to cancel, then charges will still apply. All cancellations must be by email to [office@thepinglesstadium.com](mailto:office@thepinglesstadium.com).
- (c) Nuneaton and Bedworth Borough Council may cancel any lettings at anytime and without prior notice for which the Hirer will be reimbursed the hire fee. Any repayment of fees shall be at the discretion of the Operational Services Director.

### **Advertising**

The Hirers attention is particularly drawn to the following conditions:

- (a) Approval from the Highways Authority is needed before any signs are erected on the Highway which is controlled under the Highway Act.
- (b) Signs advertising commercial activities WILL NOT be approved. (This does not apply to charities or fund raising events by local groups)
- (c) Nuneaton and Bedworth Borough Council reserves the right to cancel any bookings if unauthorised advertising takes place and the Hirer shall have no claim whatsoever in respect of the letting or cancellation thereof in accordance with the Termination of Hiring Clause.

### **Emergency Evacuation**

In the event of an emergency evacuation of the facility being required for public order or other reasons then it is the responsibility of the Hirer to ensure the safe and immediate evacuation from the facility of all persons let into the area as a consequence of the hiring.

### **General**

The Hirer must comply with any requirements of Nuneaton and Bedworth Borough Council's Pitch Booking Officer.

Nuneaton and Bedworth Borough Council's Officers shall have the right of entry and unimpeded access to the facility during any hiring to ensure the proper use and supervision of the said facility.

# **BLOCK BOOKINGS – FOOTBALL AND CRICKET**

## **BLOCK BOOKINGS – FOOTBALL AND CRICKET**

### **General Information**

- Emergency contact details on the day of hire for pavilions is 02476 344429
- Teams must provide their own equipment such as nets, flags, wickets etc.
- Use of the pitches for each sport are prioritised as follows, however lease arrangements with sites may override these dates:

Football – Last Saturday in August until first weekend in May

Cricket – First weekend in May to second week of September

- Evening football pitch bookings are prioritised as follows:  
Senior Teams – Monday, Wednesday and Friday  
Junior Teams – Tuesday and Thursday
- NBBC operate a zero tolerance policy, hires must comply with the NBBC Equality policy :  
[https://www.nuneatonandbedworth.gov.uk/downloads/download/497/equality\\_policy](https://www.nuneatonandbedworth.gov.uk/downloads/download/497/equality_policy)
- The hirer must adhere to courteous use of the facilities including parking, no foul language and litter. Failure to adhere to these may leave to withdrawal of facilities.

### **Block Bookings**

1. Should a club/organisation wish to hire facilities, enquiries will be dealt with by the *Pitch Booking Officer*. All hirers must agree to the policy and complete an application form.
2. To Block Book the facilities the application form must be completed and returned to the Pitch Booking Officer in advance of the commencement date.
3. A club/organisation/individual may book a facility up to a maximum of 12 months in advance if they are locally based i.e. Clubs who are based within the Borough, with club constitution comprising of at least 70% of their membership residing within the Borough of Nuneaton and Bedworth. Bookings can be made up to two calendar months in advance of the date of commencement of a Block Booking.
4. A club/organisation/individual may book a facility up to 3 months in advance if they are based outside of the Borough. Bookings can be made up to two calendar months in advance of the date of the commencement of a Block Booking.
5. Preference will be given to Borough Clubs, preference will also be given to existing users of sites/locations from season to season, this will be subject to further consideration in the event of changes dependant on league requirements. Out of Borough bookings will be replaced by bookings from in Borough Teams if required.

6. In the event of over subscription to Council pitches, a waiting list will be compiled. Preference will be given to Borough Clubs when facilities become available, based on the date of application from the Clubs.
7. In the event of existing Clubs creating new teams, item 5 above will **NOT** apply. Applications must be submitted for each team and the above criteria will be used.

# **CRICKET PITCH & CHANGING FACILITIES**

## **CONDITIONS & REGULATIONS OF HIRING PITCHES & CHANGING FACILITIES** **CRICKET**

### 1. **Application for Hiring:**

All applications for bookings shall be made on the official application forms.

Clubs with more than one team should note that an application form must be completed for each team separately.

This application in no way implies that any team can regard an allocated pitch as their own for exclusive use unless a Lease Agreement exists between the Council and the Club concerned, stating this specifically.

Please Note: that where two clubs share a pitch, it will be the responsibility of the Club secretaries to ensure that fixtures alternate in order that fixtures do not clash. You will be advised of your start date prior to the beginning of the season and should ensure:

1. That your league fixtures secretary is made aware of that date, and
2. That where required your fixtures continue on alternative weeks.

### 2. **Charges:**

All pitch and changing facility hire charges are payable immediately by 14 days receipt of an invoice.

### 3. **Cancellation:**

#### (a) **By Nuneaton and Bedworth Borough Council:**

Nuneaton and Bedworth Borough Council reserves the right to cancel any match, with or without prior notification, for any reason whatsoever, and without refund being made.

However, where alternative arrangements can be made, Nuneaton and Bedworth Borough Council will endeavour to do so, and wherever possible, announcement will be made to the hirer and through social media.

It shall be noted that if, on the day of the match, conditions are such that in the opinion of the groundskeeper the playing of a match would be detrimental to the pitch, the groundskeeper shall make the decision to cancel the match. Their decision is final. This decision cannot be made by members of the team a representative will attend site to confirm unless severe conditions.

#### (b) **By the Club:**

All fixtures notified to Nuneaton and Bedworth Borough Council must be honoured. However, if for any reason your club cannot fulfil a fixture, it is your responsibility to notify Nuneaton and Bedworth Borough Council by email to [office@thepinglesstadium.com](mailto:office@thepinglesstadium.com) before 10.00am on the Friday prior to the fixture, otherwise a cancellation charge will be made for preparation work already undertaken. If games are cancelled because they are waterlogged the home team must notify Nuneaton and Bedworth Borough Council the following working day if a refund is to be considered.

4. **The Hirer shall:**

- (a) Be liable for any damage being caused to the facility or anything therein, any article or thing supplied to the Hirer or to anyone upon the premises or acting with the Hirers express or implied consent during the period of occupation as aforesaid Nuneaton and Bedworth Borough Council will make good all damage or loss and invoice the hirer.
- (b) Ensure that under no circumstances spikes be worn within the changing areas.
- (c) Ensure that under no circumstances, smoking and/or alcohol be allowed in the changing rooms.
- (d) Ensure that under no circumstances, muddy clothes or spikes be washed in shower areas, sinks etc.
- (e) Leave the facilities in good repair and in a reasonable condition.
- (f) Ensure that all litter is collected and not left strewn everywhere.

5. **Indemnity:**

The Hirer shall indemnify Nuneaton and Bedworth Borough Council against liability loss claims or demands in respect of the death or injury to any persons or damage to, or loss of property to any persons arising and of the hire and use of the pitch and facilities provided that these conditions shall not impose any liability upon the hirer in respect of negligence or breach of duty by Nuneaton and Bedworth Borough Council to the value of £5 Million.

6. **General:**

The Hirer must comply with any requirements of Nuneaton and Bedworth Borough Council or authorised representative.

Any matters to be discussed with Nuneaton and Bedworth Borough Council should be referred to the league representative for consideration by the appropriate Nuneaton and Bedworth Borough Council Officers.



# **FOOTBALL PITCH & CHANGING FACILITIES**

## **CONDITIONS & REGULATIONS OF HIRING PITCHES & CHANGING FACILITIES – FOOTBALL**

### **1. Applications for Hiring:**

All applications for bookings shall be made on the official application forms.

Clubs with more than one team should note that an application form must be completed for each team separately.

This application in no way implies that any team can regard an allocated pitch as their own for exclusive use unless a Lease Agreement exists between the Council and the Club concerned, stating this specifically.

Please Note: that where two clubs share a pitch, it will be the responsibility of the Club secretaries to ensure that fixtures alternate in order that fixtures do not clash. You will be advised of your start date prior to the beginning of the season and should ensure:

1. That your league fixtures secretary is made aware of that date, and
2. That where required your fixtures continue on alternative weeks.

### **2. Charges:**

All pitch and changing facility hire charges are payable immediately by 14 days of receipt of an invoice.

The Nuneaton District Sunday Football League season rates apply. Invoices are sent half in November and half in February. Failure to settle invoices will lead to facilities being withdrawn.

### **3. Cancellation:**

#### **(a) By Nuneaton and Bedworth Borough Council:**

Nuneaton and Bedworth Borough Council reserves the right to cancel any match, with or without prior notification, for any reason whatsoever, and without refund being made.

However, where alternative arrangements can be made, Nuneaton and Bedworth Borough Council will endeavour to do so, and wherever possible, announcement will be made to the hirer or via social media.

It shall be noted that if, on the day of the match, conditions are such that in the opinion of the groundskeeper the playing of a match would be detrimental to the pitch, the groundskeeper shall make the decision to cancel the match. There decision is final.

#### **(b) By the Club:**

All fixtures notified to Nuneaton and Bedworth Borough Council must be honoured. However, if for any reason your club cannot fulfil a fixture, it is your

responsibility to notify Nuneaton and Bedworth Borough Council by email to office@thepinglesstadium.com before 10.00am on the Friday prior to the fixture, otherwise a cancellation charge will be made for preparation work already undertaken. If games are cancelled because they are waterlogged the home team must notify Nuneaton and Bedworth Borough Council the following working day if a refund is to be considered.

4. **The Hirer shall:**

- (a) Be liable for any damage being caused to the facility or anything therein, any article or thing supplied to the Hirer or to anyone upon the premises or acting with the Hirers express or implied consent during the period of occupation as aforesaid Nuneaton and Bedworth Borough Council will make good all damage or loss and invoice the hirer.
- (b) Ensure that under no circumstances spikes be worn within the changing areas.
- (c) Ensure that under no circumstances, smoking and/or alcohol be allowed in the changing rooms.
- (d) Ensure that under no circumstances, muddy clothes or spikes be washed in shower areas, sinks etc.
- (e) Leave the facilities in good repair and in a reasonable condition.
- (f) Ensure that all litter is collected and not left strewn everywhere.

5. **Indemnity:**

The Hirer shall indemnify Nuneaton and Bedworth Borough Council against liability loss claims or demands in respect of the death or injury to any persons or damage to, or loss of property to any persons arising and of the hire and use of the pitch and facilities provided that these conditions shall not impose any liability upon the hirer in respect of negligence or breach of duty by Nuneaton and Bedworth Borough Council to the value of £5 Million.

6. **General:**

The Hirer must comply with any requirements of Nuneaton and Bedworth Borough Council or authorised representative.

Any matters to be discussed with Nuneaton and Bedworth Borough Council should be referred to the league representative for consideration by the appropriate Nuneaton and Bedworth Borough Council Officers.



**NUNEATON & BEDWORTH BOROUGH COUNCIL**  
**FOOTBALL PITCH APPLICATION FORM**

The undermentioned club wishes to make an application to hire the football pitch for the stated period season and, if successful, agrees to abide by the conditions of letting as laid down by the Nuneaton and Bedworth Borough Council, as set out below.

IF THE APPLICATION IS ACCEPTED THE CLUB TREASURER SHALL BE DEEMED TO BE THE HIRER AND, AS SUCH, BE RESPONSIBLE FOR THE PAYMENT OF THE HIRING FEES TO NUNEATON AND BEDWORTH BOROUGH COUNCIL.

(a) Name of Club: .....("the Hirer)

(b) Name of Secretary: .....

(c) Address: .....

.....

Email: ..... Mobile: .....

(d) Location of Pitch Preferred: .....

**(If you do not wish to use the full facilities available e.g. Changing rooms then Nuneaton and Bedworth Borough Council reserves the right to offer this site to a club who requests them).**

(e) On which day does your club play? ..... Morning or Afternoon .....

(f) Does your club require use of pitch every week or alternate weeks? .....

(g) Is your club registered to play in an Under 16 league? .....

(h) In which Football League will you compete? .....

(i) Did you play on a Nuneaton and Bedworth Borough pitch last season? .....

(j) Which pitch was used last season for matches?.....

(k) Location, day and time of training: .....(l)

Name and address of the League Secretary: .....

.....

Tel No (Home): ..... (Business): .....

(m) Please tick below:

Policy Read  Insurance Attached  Min 70% borough players

(n) Name and address of the Treasurer to whom accounts for payment should be rendered: .....

.....

Signed by Treasurer: .....

Email: ..... (Mobile): .....

Second Contact Name:..... Second Contact Number:.....

**TO BE RETURNED BY THE STATED DATE, BY EMAIL TO [office@thepinglesstadium.com](mailto:office@thepinglesstadium.com)**

**For Office Use**

Application approved	YES	[	]	NO	[	]
		[	]		[	]
Certificate of Insurance Received and Checked	YES	[	]	NO	[	]
		[	]		[	]

# PAVILIONS

## CONDITIONS AND REGULATIONS OF HIRING

### 1. REGULATIONS OF USE APPLYING TO PAVILIONS

The Hirer has the right to use all such facilities and equipment as Nuneaton and Bedworth Borough Council may allocate in accordance with the booking.

### 2. ACCOMMODATION – None applicable at current

i)	<u>Maximum permitted number per Pavilion</u>	<u>Dancing Only</u>	<u>Seated at Tables</u>	<u>Seated &amp; Dancing</u>
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### ii) CHARGES

Current information on request

### 3. APPLICATION FOR HIRING:

All applications for booking shall be made on the official application forms and shall be accompanied by full payment unless otherwise agreed by the Pitch Booking Officer. **IN THE EVENT OF SUCH PAYMENT NOT BEING MADE, THE BOOKING MAY BE CANCELLED WITHOUT PRIOR NOTICE AND WITHOUT COMPENSATION.**

The period of hire shall be deemed to include the period from the earliest entry to the premises up to the latest exit from the premises and the charge will be for the entire period. In the event of the Hirer or any person involved in the hire occupying the premises before or after the period of hire a charge for each additional hour or part hour will be made at a rate equal to the hourly rate for the original period of hire.

### 4. THE HIRER UNDERTAKES:

(i) To regulate the conduct of persons using the premises by virtue of this licence so that nothing shall be done contrary to statute or any of the regulations governing the premises or other local or public authority byelaws in any way. Not to do or permit or suffer to be done any act or thing which may in any way imperil any licence granted or any insurance effected in respect of the said premises.

(ii) Not to make any alteration within the premises without the written consent of the Pitch Booking Officer or his agent duly authorised in that behalf.

5. **IN THE EVENT OF** any damage being caused to the said premises the hirer will be liable for any damage to the premises or anything therein. Any article or thing supplied to the Hirer or to anyone upon the premises or acting with the Hirers express or implied consent during the period of occupation as aforesaid Nuneaton and Bedworth Borough Council will make good all damage or loss and invoice the hirer.

The Caretaker or Council representative shall have the right to eject from the premises any person, during the currency of this licence, who, in the opinion of the representative is misusing the premises.

6. **THE HIRER SHALL:**

- (a) Not use the Pavilions for any other purpose except that specified on the official application form.
- (b) Not transfer or assign the benefit or any hiring of the Pavilions or any part thereof without written consent of the Pitch Booking Officer.
- (c) Insure adequately against such risks as may be reasonably required on request, by the Pitch Booking Officer.
- (d) Arrange and be responsible for the organisation of the event in respect of which the Pavilion has been hired.
- (e) Leave the pavilion in good repair and condition and clean and tidy.
- (f) Not admit any live animals, glassware or articles of an inflammable, explosive dangerous, noxious or offensive nature without the written authorisation of the Pitch Booking Officer.
- (g) Take all necessary precautions to prevent danger or damage by fire including ensuring that there is no obstruction to any exits from the facility.
- (h) Not erect a tent, marquee, hut or stall of any kind without prior consent of the Pitch Booking Officer.
- (i) Not affix any advertisements at the facility without the prior consent of the Pitch Booking Officer.
- (j) Not permit or suffer any person to bring any intoxicating liquor or other alcoholic refreshments or drugs onto the facility.
- (k) Ensure that regulations regarding relevant licences for Performing Rights and Phonographic Performances are complied with
- (l) Ensure that all electrical equipment which is used by the Hirer at the facility shall have undergone a currently valid electrical inspection. The Hirer must be able to provide valid documentary evidence to this effect in accordance with the Electricity at Work Regulations.
- (m) Ensure that any equipment supplied and used by Hirers complies with Provision and Use of Work Equipment regulations 1998. Hirers to provide copies of valid safety certificates.

7. **INDEMNITY:**

The Hirer shall indemnify Nuneaton and Bedworth Borough Council against liability loss claims or demands in respect of the death or injury to any persons or damage to, or loss of property to any persons arising and of the hire and use of the pitch and facilities provided that these conditions shall not impose any liability upon the hirer in respect of negligence or breach of duty by Nuneaton and Bedworth Borough Council to the value of £5 Million.

8. **TERMINATION OF HIRING:**

- (a) The Council shall have the right of instantly terminating the hiring if the Hirer fails to maintain good order and conduct, or if the Pavilion or any part thereof is used for unseemly or unauthorised purposes and in such event no compensation shall be payable.
- (c) In the case of a periodic, seasonal or annual hiring, the Hirer may cancel a reservation but must give the Council at least one months notice in writing of cancellation, otherwise the Hirer will be liable to pay the full hire charge for such hiring (if such period of notice is less than one week).
- (d) The Nuneaton and Bedworth Borough Council may cancel any lettings at anytime and without prior notice and the Hirer shall have no claim whatsoever in respect of the letting or cancellation thereof. Any repayment of fees paid shall be at the discretion of the Pitch Booking Officer.

9. **COPYRIGHT MUSIC & RECORDING:**

Nuneaton and Bedworth Borough Council hold a licence from the Performing Rights Society for the performance of copyright music under their control but the Hirer is responsible for ensuring that necessary returns are made as required by the Society, NO other music or copyright work may be performed without the consent of the copyright holder. The Hirer must obtain the necessary licence from Phonographic Performance Limited.

10. **GENERAL:**

The Hirer must comply with any requirements of Nuneaton and Bedworth Borough Council or their authorised representative. Nuneaton and Bedworth Borough Council or authorised representative shall have the right of free use and unimpeded access to the accommodation during any function.

**PINGLES LEISURE CENTRE**  
**APPLICATION FOR BOOKING OF PAVILIONS**

DAY AND DATES REQUIRED: .....

.....

NAME OF CLUB/ORGANISATION/PERSON: ..... ("the Hirer")

ADDRESS: .....

..... POST CODE: .....

EMAIL: ..... MOBILE: .....

FACILITY REQUIRED: (Please tick)

<input type="checkbox"/>	<input type="checkbox"/>	BULKINGTON	<input type="checkbox"/>	<input type="checkbox"/>	HECKLEY
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	HAUNCHWOOD	<input type="checkbox"/>	<input type="checkbox"/>	JOHNSON MWP
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	PAUL'S LAND			
<input type="checkbox"/>	<input type="checkbox"/>				

TIME REQUIRED FROM .....

PURPOSE OF HIRE: .....

I/We have agreed to abide by the conditions of hire (a copy of which I have received). I/We also enclose a current copy of our Certificate of Public Liability Insurance.

Signed: ..... Date: .....

**RULES AND REGULATIONS**

1. Applications to be returned by email to office@thepinglesstadium.com
2. Payment in respect of bookings to be made at the time of application.
3. Receipt of payments must be produced if requested, as non-presentation could lead to not being able to use the facilities.

**FOR OFFICIAL USE ONLY**

Application approved: YES  NO

Certificate of Insurance: YES  NO

Date received: ..... Signature: .....

Confirmation sent (date): .....

Details entered on booking sheets (date): .....

Occasional Booking:  Block Booking:

TOTAL COST: ..... INVOICE SENT

PAYMENT RECEIVED: ..... INVOICE PAID

# **FUNFAIRS**

## **CONDITIONS & REGULATIONS OF HIRE FOR FUNFAIRS / CIRCUS'**

The Hirer shall comply with all the General Conditions for outside events within this document.

1. **Additionally:**

**Funfair Site:**

A piece of land has been allocated specifically for special events such as funfairs / Circuses.

This land is detailed on the plan and the area of use is marked in red.

2. **Access:**

There are locked coded padlocked gates, code obtained from Events / Parks Team.

3. **Bond:**

A Bond must be paid once the booking has been confirmed. The sum of £567.00 will be submitted by cheque payable to Nuneaton and Bedworth Borough Council.

Any damage caused required repair or reinstatement will be deducted from the Bond.

4. **Operating Times:**

The operating times tbc within the application.

5. **Insurances & Certification:**

The minimum Public Liability Insurance required is £10,000,000, copies of all insurance certificates and valid safety certificates for all the rides must be enclosed with the application.

6. **Contact Details:**

Any correspondence in relation to this needs to be via the Events team on [events@nuneatonandbedworth.gov.uk](mailto:events@nuneatonandbedworth.gov.uk)

# **BONFIRE EVENTS**

## **CONDITIONS & REGULATIONS OF HIRE FOR BONFIRE EVENTS**

The Hirer shall comply with all the General Conditions for outside bonfire events within this document.

Additionally, the following conditions will apply:

### **Nuneaton Bonfire:**

For the area allocated for Nuneaton Bonfire see the Event Plan / Map.

### **Bedworth Bonfire:**

For the area allocated for Bedworth Bonfire see the Event Plan / Map.

### **Contact Details:**

Any correspondence in relation to this needs to be via the Events team on [events@nuneatonandbedworth.gov.uk](mailto:events@nuneatonandbedworth.gov.uk)



**Nuneaton & Bedworth – Bonfires**  
**Public/Products Liability Insurance Questionnaire**

Event at: .....

Date of Event: .....

The purpose of this questionnaire is to ascertain brief details of the Public/Products Liability insurance cover arranged by contractors and other parties involved in the above event.

POLICYHOLDER: .....

CONTACT NAME: .....

CORRESPONDENCE ADDRESS: .....

.....

.....

Please state Name, Address and Telephone Number of your Broker or Insurance Company:

.....

.....

Contact Name: ..... Tel No: .....

May the Council make contact direct for additional information? [ ] No [ ] Yes  
[ ] [ ]

Signature for Policyholder: .....

Name (in capitals) of Person Signing: .....

Date Signed: .....

## **BONFIRE & FIREWORKS DISPLAY**

Site of Display: .....

Date of Display: .....

Organising Bodies:

<b>Organisation</b>	<b>Contact Name</b>	<b>Telephone</b>	<b>Contact Address</b>

Others Participating:

<b>Company or Organisation</b>	<b>Role</b>	<b>Telephone</b>	<b>Contact Name</b>

The above information believed to be correct as at: .....

Compiled or updated by: .....

A copy of the current Public Liability Insurance to be enclosed with the application.

# **CARNIVALS**

## **CONDITIONS & REGULATIONS OF HIRE FOR CARNIVALS**

The Hirer shall comply with all of the General Conditions for outside events within this document.

Additionally, the following conditions will apply:

### **Nuneaton Carnival Site:**

A piece of land has been allocated specifically for special events such as the carnival.

This land is as detailed in the Event Plan / Map of the area of use is marked in red.

The land may accommodate the gala field and a small funfair.

Access:

There are locked coded padlocked gates, code obtained from the NBBC Events / Parks Team

### **Funfair Operating Times:**

Details tbc within the application.

### **Insurances & Certification:**

The minimum Public Liability Insurance required is £10,000,000 this includes special rides such as Inflatables / Hot Air Balloon trips etc.

Copies of all insurance certificates and valid safety certificates must be enclosed with the application.

A copy of the current Public Liability Insurance to be enclosed with the application.

### **Contact Details:**

Any correspondence in relation to this needs to be via the Events team on [events@nuneatonandbedworth.gov.uk](mailto:events@nuneatonandbedworth.gov.uk)

**Cabinet/Individual Cabinet Member Decision**

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**Report Summary Sheet**

**Date: 27<sup>th</sup> July 2022**

**Subject: UK Shared Prosperity Fund**

**Portfolio: Business and Regeneration**

**From: Director – Regeneration and Housing**

**Summary:**

The UK Shared Prosperity Fund (UKSPF) is a Government-allocated fund which is intended to reduce inequalities between communities, as part of the Government's wider "levelling up" agenda. The Fund was launched with the publication of its full prospectus on 13 April 2022.

The UKSPF replaces outgoing European funding. It has been allocated to lower-tier rather than upper-tier local authority areas. Allocations have been made via a formula, rather than a competitive bid process. Nuneaton and Bedworth Borough Council has been allocated total funding of £4,028,173 for the period 2022/23 to 2024/25. Funding can be utilised for both capital and revenue funding.

The Fund has three Investment Priorities;

- Communities and Place;
- Supporting local business;
- People and Skills.

There are detailed objectives associated with each of these priorities which are aligned to the relevant Levelling Up White Paper mission. A copy of the Interventions, Objectives, Outcomes and Outputs Framework is attached at Appendix A.

The Council is required to develop an Investment Plan, to be submitted to and signed off by Government. The Plan should set out how the Council intends to use and deliver the funding and should identify the local opportunities and challenges as they pertain to the three Investment Priorities.

The Council has been consulting with relevant stakeholder partners from the public, private and third sectors to understand the challenges and opportunities, along with potential priorities. The Council has also been speaking with the other Warwickshire local authorities, including Warwickshire County Council to explore opportunities for joint procurement of services / interventions.

Following consideration of the data and the consultation undertaken, it is proposed that the Council's Investment Plan will focus upon the following strategic themes:

- Funding for improvements to town centres and high streets, regenerating areas and improving accessibility for all members of the community;
- Building resilient and safe neighbourhoods, reducing anti-social behaviour and the fear of crime;
- Improving local green spaces, providing enhanced opportunities for leisure and active travel;
- Supporting and improving our Leisure, Heritage and Cultural offer, fostering a sense of pride and belonging;
- Improving the business support offer for all sectors of the economy, including start-ups and Small and Medium Enterprises;
- Improving the provision of support for economically inactive persons, supporting people into the labour market.
- Improving the provision of support and training for improved skills / re-skilling to support ongoing economic development and business growth in the borough.

During Year One, further work will be undertaken to identify specific projects to replace currently funded business support initiatives, along with further specific projects to support the Communities and Place Investment Priority. Year Two will see work undertaken in conjunction with Warwickshire County Council to identify specific projects that support rather than duplicate initiatives underway via other funding schemes.

Year One relates to 2022/23, with funding expected to be released around October 2022. Therefore, projects that can be commenced immediately have been identified for Year One and are detailed at paragraph 5.4 of the main Cabinet Report.

### **Recommendations:**

- 2.1 That Delegated Authority is given to the Director, Regeneration and Housing and the Head of Economic Development and Communities, in consultation with the Portfolio Holder for Business and Regeneration, to submit an Investment Plan by the end of July 2022.

- 2.2 That the UKSPF allocation for 2022/23 of £488,856 be added to the General Fund budget.
- 2.3 That Delegated Authority is given to the Director, Regeneration and Housing and the Head of Economic Development and Communities, in consultation with the Portfolio Holder for Business and Regeneration, to undertake procurement activities to deliver against the Year One priorities.
- 2.4 That the report be marked Not for Call In due to the timescales involved for submission of the Investment Plan

**Options:**

To approve the recommendations, to not approve the recommendations.

**Reasons:**

In order to secure the UKSPF funding, an Investment Plan must be submitted to Government by 6<sup>th</sup> August 2022.

**Consultation undertaken with Members/Officers/Stakeholders**

Leader of the Council and Portfolio Holder Business & Regeneration  
 Deputy Leader of the Council and Portfolio Holder Housing & Communities  
 Portfolio Holder Finance & Corporate  
 Chief Executive  
 Director, Finance & Enterprise  
 Warwickshire County Council  
 Coventry & Warwickshire Chamber of Commerce  
 Third Sector Partners

**Subject to call-in:**

No

**Ward relevance:**

All

**Forward plan:**

No

**Building a Better Borough Aim:**

**Live, Work, Visit**

**Building a Better Borough Priority:**

**Live – (1) Promote residents’ health & wellbeing, (2) Enable appropriate housing development, (3) Sponsor a sustainable green approach, (4) Prioritise community safety & empowerment.**

**Work – (1) Grow a string & inclusive economy, (2) Champion education & skills, (3) Embrace new & emerging technology, (4) Support local businesses.**

**Visit – (1) Create vibrant & diverse town centres, (2) Stimulate regeneration, (3) Celebrate & promote our heritage, (4) Improve the physical environment.**

**Relevant statutes or policy:**

No particular statutes or policy.

**Equalities Implications:**

**(Does this require an Equalities Impact Assessment? If so please append.)**

Projects will consider contributions to improved accessibility and services for all members of the community.

**Human resources implications:**

None related directly to this report.

**Financial implications:**

The UKSPF allocation for 2022/23 of £488,856 should be added to the General Fund budget.

**Health Inequalities Implications:**

Projects will consider contributions to the improved health and wellbeing of residents.

**Section 17 Crime & Disorder Implications:**

Projects will consider contributions to the reduction of crime and anti-social behaviour and the fear of crime.

**Risk management implications:**

Funding will be allocated within the schemes required criteria.

**Environmental implications:**

Projects will consider contributions to improving green spaces that support the increase in active travel.

**Legal implications:**

Procurement for all contracts for the delivery of future projects will be undertaken in line with the Council's Financial and Contract Procedure Rules.

**Contact details:**

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## AGENDA ITEM NO. 7

### NUNEATON AND BEDWORTH BOROUGH COUNCIL

**Report to:** Cabinet – 27<sup>th</sup> July 2022

**From:** Director – Regeneration and Housing

**Subject:** UK Shared Prosperity Fund

**Portfolio:** Business and Regeneration (Councillor K. Wilson)

**Building a Better Borough Aim:** 1, 2, 3

**Building a Better Borough Priority:** 1,2,3,4 (A1). 1,2,3,4 (A2). 1,2,3,4 (A3)

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1. Purpose of Report

- 1.1 To provide Members with information regarding the UK Shared Prosperity Fund (UKSPF), and to seek appropriate Delegated Authority to submit the Investment Plan by the end of July 2022.

2. Recommendations

- 2.1 That Delegated Authority is given to the Director, Regeneration and Housing and the Head of Economic Development and Communities, in consultation with the Portfolio Holder for Business and Regeneration, to submit an Investment Plan by the end of July 2022.
- 2.2 That the UKSPF allocation for 2022/23 of £488,856 be added to the General Fund budget.
- 2.3 That Delegated Authority is given to the Director, Regeneration and Housing and the Head of Economic Development and Communities, in consultation with the Portfolio Holder for Business and Regeneration, to undertake procurement activities to deliver against the Year One priorities.
- 2.4 That the report be marked Not for Call in due to the timescales involved for submission of the Investment Plan.

3. Background

- 3.1 The UKSPF is a Government-allocated fund which is intended to reduce inequalities between communities, as part of the Government's wider "levelling up" agenda. The Fund was launched with the publication of its full prospectus on 13 April 2022.

3.2 The UKSPF replaces outgoing European funding. It has been allocated to lower-tier rather than upper-tier local authority areas. Allocations have been made via a formula, rather than a competitive bid process. Nuneaton and Bedworth Borough Council has been allocated total funding of £4,028,173 for the period 2022/23 to 2024/25. Funding can be utilised for both capital and revenue funding. However, there is a capital spend floor for each year. The annual allocation and capital spend floor over this period is as follows;

Year	Allocation £	Capital Floor %
2022/23	488,856	10
2023/24	977,712	13
2024/25	2,561,605	20

3.3 The stated primary goal of the UKSPF is “to build pride in place and increase life chances across the UK. This aligns with Levelling Up White Paper missions, particularly: ‘By 2030, pride in place, such as people’s satisfaction with their town centre and engagement in local culture and community, will have risen in every area of the UK, with the gap between the top performing and other areas closing.’”

3.4 There are three UKSPF investment priorities:

- Communities and Place;
- Supporting local business;
- People and Skills.

There are detailed objectives associated with each of these priorities which are aligned to the relevant Levelling Up White Paper mission. A copy of the Interventions, Objectives, Outcomes and Outputs Framework is attached at Appendix A.

3.5 The Investment Priority themes become live at different points during the next three years. Communities and Place and Supporting Local Businesses are live from Year One (2022) with People and Skills coming on stream in Year Three (2024).

3.6 Funding relating to business support is currently in place via European Funding and will cease in June 2023. Funding in relation to skills, specifically adult numeracy will largely be supported by Multiply Funding, awarded to Warwickshire County Council.

#### 4. Investment Plan

4.1 The Council is required to develop an Investment Plan, to be submitted to and signed off by Government. The Plan should set out how the Council intends to use and deliver the funding and should identify the local opportunities and challenges as they pertain to the three Investment Priorities.

- 4.2 In relation to delivery, there are a number of options that the Council may employ, including direct delivery of interventions by the Council itself, grant funding to relevant partner organisations and via commissioning of appropriate providers. Following briefings from Government, it is clear that a mixed approach to the delivery of interventions is preferred.
- 4.3 The Council has been consulting with relevant stakeholder partners from the public, private and third sectors to understand the challenges and opportunities, along with potential priorities. The Council has also been speaking with the other Warwickshire local authorities, including Warwickshire County Council to explore opportunities for joint procurement of services / interventions.
- 4.4 At the point of submission, the Investment Plan is not required to identify specific projects for Years Two and Three. This is because the Government recognise the changing environment and are keen to ensure that the fund is utilised to support locally identified priorities.
- 4.5 Discussions have been held with the Leader, Deputy Leader and Portfolio Holder for Finance and Corporate, to identify the priority themes for the Investment Plan.

## 5. Locally Identified Priorities

- 5.1 Recently, a significant amount of work has been undertaken to obtain data that identifies the challenges, opportunities and strengths of the borough. This data is further expanded upon by the Joint Strategic Needs Assessment and the Nuneaton and Bedworth Safer Community Partnership Strategic Report.
- 5.2 Following consideration of the data and the consultation undertaken, it is proposed that the Council's Investment Plan will focus upon the following strategic themes:
- Funding for improvements to town centres and high streets, regenerating areas and improving accessibility for all members of the community;
  - Building resilient and safe neighbourhoods, reducing anti-social behaviour and the fear of crime;
  - Improving local green spaces, providing enhanced opportunities for leisure and active travel;
  - Supporting and improving our Leisure, Heritage and Cultural offer, fostering a sense of pride and belonging;
  - Improving the business support offer for all sectors of the economy, including start-ups and Small and Medium Enterprises;
  - Improving the provision of support for economically inactive persons, supporting people into the labour market.

- Improving the provision of support and training for improved skills / re-skilling to support ongoing economic development and business growth in the borough.

5.3 During Year One, further work will be undertaken to identify specific projects to replace currently funded business support initiatives, along with further specific projects to support the Communities and Place Investment Priority. Year Two will see work undertaken in conjunction with Warwickshire County Council to identify specific projects that support rather than duplicate initiatives underway via the Multiply Funding scheme.

5.4 As detailed, Year One of the funding relates to 2022/23. It is unlikely that the Investment Plan and therefore release of associated funding will take place before October 2022. Whilst there is some room to carry over a small proportion of the Year One allocation, it is important to identify projects that can be commenced immediately and completed within 2022/23. It is therefore proposed that the following projects be identified for inclusion within the Investment Plan, to be undertaken during this financial year;

Investment Priority	Project Description	Initial Allocation
Communities & Place	Removal of the Lilly Pad fountain, Nuneaton Town Centre. The fountain suffers regular vandalism and is a focus for anti-social behaviour. It's proposed removal will provide additional space for town centre entertainment, artisan markets and additional outdoor dining.	£40,000 (capital funding)
	Improvements to Ropewalk multi-storey carpark. This carpark suffers regular episodes of vandalism and other anti-social behaviour activities. Ad hoc feedback from users demonstrates that fear of crime and of feeling unsafe are increasing. It is proposed to install preventative measures, including CCTV and shutters and improving the overall appearance will support a reduction on crime and the fear of crime.	£45,000 (capital funding)

	Improvements to Harefield Road multi-storey carpark. This carpark is increasingly becoming a target for vandalism and anti-social behaviour. Again, the fear of crime is evident and as with Ropewalk, can deter visitors. It is proposed to upgrade the current CCTV, undertake 'vandal-proofing' measures to fixtures and fittings and upgrade the lighting. This will improve the security and safety within the carpark, supporting a reduction in crime and the fear of crime.	£11,000 (capital funding)
	Daytime CCTV active monitoring. Town centre businesses in particular have consistently requested the active 24 hour monitoring of CCTV. In order support the provision of additional CCTV units, it is proposed to re-instate one full time post for the life of this round of UKSPF. This would increase the confidence of businesses, residents and visitors to the borough and support a reduction in crime and the fear of crime.	£20,000 (revenue funding)  NB – annual cost £40,000
Supporting Local Business	Viability and Feasibility studies for Bedworth Indoor Market. The successful re-establishment of the Bedworth town centre street market has highlighted the need to ensure that the facilities provided by the indoor market are closely physically located to the outdoor market, within the heart of the town centre. It is proposed that relevant studies are undertaken to identify feasibility and cost options to create a new space, offering opportunities for 'lock-up' smaller, incubation spaces along with potential for casual traders outside of normal street market trading days.	£30,000 (revenue funding)

	<p>Research and Development of Business Support strategies and associated actions. Current business support activities are largely generic across the county, with some duplication of activity across providers. In partnership with Warwickshire County Council and the other Warwickshire District and Borough authorities, it is proposed to undertake an in-depth research study to identify the types and levels of business support activity required to assist businesses within our borough at all stages of their development, including to start, sustain, grow and innovate.</p>	<p>£15,000 (revenue funding)</p>
	<p>Feasibility study relating to Community Wealth Building. The Council currently subscribes to a number of initiatives that bring additional social value to the borough. This includes 'Think Local First' an initiative that ensures a significant proportion of the Council's spend is undertaken with businesses within our borough. A Community Wealth model builds upon this, bringing in other anchor institutions to further increase spend within the borough. It is proposed to undertake a feasibility study to identify whether there are opportunities to establish a model with partner organisations and further support the economic development of our borough</p>	<p>£50,000 (revenue funding)</p>

5.5 The proposed projects equate to a Year One funding spend of £115,000 revenue and £96,000 capital, ensuring the spend is allocated in line with the requirements of a minimum 10% capital spend for 2022/23.

6. Conclusion

6.1 The UKSPF has been awarded to second tier local authorities. This allows the Council to ensure that the fund is allocated to projects that reflect local strategic priorities, to address needs across the borough.

6.2 The projects identified at paragraph 5.4 all contribute to the delivery of the Council's objectives and further, they are projects that are able to be commenced in a timely manner within this financial year.

7. Background Papers (if none, state none)

None

Dawn Dawson  
Director – Regeneration and Housing