



ORGANISATION:	ELDER CARE Elder Farm / Elder Farm E-Community / Cooperative / Trust / Another
NAME:	TBC Elder Farm
ADDRESS:	TBC 1019 Govan Road G51 4AA
VENUE:	ELDER PARK FARMHOUSE YARD
DATE(S):	TBC
USE:	GROWING SPACES ++ UPGRADE OF BUILDING
CONDITIONS OF LET FOR PARK/OPEN SPACE	

- (a) Elder Care (the Organisation) must confirm in writing that it indemnifies Glasgow City Council, Land & Environmental Services against all claims of loss, damage, injury, etc., to the participants or the public within the area and that any such loss, damage, injury, etc., will be your responsibility. **THE ORGANISATION MUST MAINTAIN APPROPRIATE INSURANCE TO COVER THESE SPECIFIC LIABILITIES.** - what happens when person is injured in park? Is council liable if my dog is injured when kids break glass in pond? Do Urban Roots have insurance etc or are they not dealing with a dangerous building?
- (b) The Organisation will be responsible for all Health and Safety matters including any child disclosure issues arising from the permission to use. At the time of entering this agreement the Organisation will notify the Council of any inherent dangerous activities to take place or substances to be used that could cause injury to participants or to the public. In such circumstances the Council may:-
1. Require the exhibition of a valid third party public liability insurance policy
- and/or
2. Impose such further conditions as are considered necessary by the Council in the interests of Health and Safety.
- (c) The Organisation is responsible for complete security of the site to the satisfaction of Land & Environmental Services and/or Strathclyde Police throughout the term of this agreement. **How can we be liable when security is impossible because building is a mess and defences easily broken through?**
- (d) On no account will members of the Organisation stop any other park/open space user for the purpose of collecting money, etc., without appropriate Council licence (telephone 0141 287 4812 for advice). **Does this cover donations ?**
- (e) The Organisation must contact Environmental Health should there be any activities proposed on site which may have elements including noise emission, sale of food and beverages and public toilet requirements (telephone 0141 287 9271 for advice).
- (f) The Organisation must ensure that no vehicles, other than those for which specific permission has been given, are taken into the site. **Whose permission?**
- (g) The Organisation must exercise great care to ensure that no public congestion is caused and that access is kept clear for vehicles of the emergency services.
- (h) The Organisation will be responsible for litter collection and removal from the site. **We don't have funds to cover this LES have been kind enough to help out so far**
- (i) The consumption of alcohol outwith licensed premises is prohibited under the terms of the appropriate City Bye-law. **We have private parties and celebrations – alcohol has been used within reason in the past, when many home owners have a garden to drink in why should persons who have no garden not be allowed to use the premises from time to time within reason and providing not a public nuisance – personally while I don't drink, I find the idea of asking park users at events to stay and drink in confines of tent odd and liable to end up with folk downing drinks far too fast and leading to much more trouble – again all within reason. Folk have always had alcohol at picnics before matches to warm up etc.**
- (j) All noise levels must be kept to a minimum to avoid disturbance to other park/open space users and/or to occupiers of surrounding properties.

- (k) All electrical equipment brought on site should be portable appliance tested and carry inspection stickers. Records of portable appliance testing should be retained on the site and must be made available for inspection by Glasgow City Council officers as required. **Some of our equipment was bought new – does this need testing, we have no tester and again no funds**
Installation certification should also be available for all generators, which must be diesel driven and have a barrier to prevent public access to them. All sub contractors, traders and performers should be notified accordingly. Any equipment not in compliance with the foregoing is likely to be deemed inoperable and may require to be removed from the site.
I wonder if these demands relate to generators used for events as opposed to a workshop tool however it does seem that diesel generators have dropped in price and can be bought new for around £400
- (l) All events that are held on Land & Environmental Services premises must be fully compliant with all applicable environmental legislation and SEPA Pollution Prevention Guidelines. Any negative environmental aspects that may arise from event activities must be assessed and where necessary suitable control measure introduced to reduce any associated impacts to an acceptable level. Examples of negative environmental impacts include fuel spillage, air/water pollution or an unacceptable noise level is attached. Particular care must be taken to ensure that no fuel/ oil spillage is allowed to reach a drainage system as this may result in the pollution of a nearby river or watercourse.
- (m) The site is used only for the purposes of growing space/environmental education.
We do artworks as well and are looking for other purposes including use by community for drama art music and personal events such as birthday parties or barbeques – in fact we would like the space to be used by folk in the area who have no garden to use as a garden
- (n) Maintenance of any temporary structures, e.g. portacabins, including installation, removal and security will be the responsibility of the Organisation throughout the term of this agreement. Installation of such structures will require the written permission of the Director of Land and Environmental Services prior to installation.
- (o) Costs for the provision and maintenance of utilities (power, water etc.), including all usage costs will be the responsibility of the Organisation throughout the term of this agreement.
We have no water or power on the site until the building is fixed – we have sent out requests to groups inviting them to join the committee to get this done
- (p) All grounds maintenance costs within the boundary of the area shown on the attached plan shall be the responsibility of the Organisation throughout the term of this agreement. **No attached plan**
- (q) The Organisation will maintain public liability insurance which will cover the site and all activities throughout the term of this agreement. **Again with what funds**
- (r) The Organisation will be responsible for COSHH (Control of Substances Hazardous to Health) assessments of all materials used within the site. These assessments must be recorded and retained within the site. These records must be available for inspection by Glasgow City Council officers as required.
- (s) The Organisation will carry out risk assessments on all of the activities within the site. These assessments must be recorded and retained within the site. These records must be available for inspection by Glasgow City Council officers as required.
- (t) Excavation and reworking of the soil on the site should be undertaken with due care and any suspicious features discovered should be reported immediately to Land and Environmental Services – Geotechnical (phone no. 0141 287 9258).
It is strongly recommended that before any excavation is carried out, a survey of the area is carried out to definitively locate any underground services.
- (u) The potential for contaminated materials on the site is considered to be low. However, given the proposed use as a garden with potentially edible produce, it is recommended that soil samples are taken and tested to ensure that no contaminants that may render the produce unfit for consumption are present.
Great idea but again with what funds?
- (v) Failure to comply with any of the above conditions may result in the termination of this agreement.
Again not many allotments in Glasgow have any agreement with city council since they are viewed to be an improvement to the neighbourhood
Is this document discussing the building? In which case many of these questions could be discussed negotiated and agreed when we apply for funding to get building upgraded power etc but if concerns garden site at present then the document is currently outwith any agreement we could begin to discuss

We acknowledge receipt of a copy of the Permission To Use Letter and agree to observe the conditions contained therein.

Agreed by:

Signed

Position

Address
.....

Date

Witnessed by:

Signed

Position

Address
.....

Date

Please return this sheet, signed, to:

**Fiona McKinnon
Assistant Parks Development Manager
Land and Environmental Services
Exchange House
231 George Street
Glasgow
G1 1RX**

Or by Email (PRINT NAME IF ELECTRONIC) to:

fiona.mckinnon@glasgow.gov.uk