



ORGANISATION:	Friends of Maryhill Park
NAME:	Alan Cooper
ADDRESS:	52 Caldercuilt Road, Glasgow G20 0AL
LOCATION:	Maryhill Park (approved plot only)
DATE(S):	1 December 2019 to 30 November 2020
ACTIVITY:	Growing Space

CONDITIONS FOR ACCESS TO WOODLAND/GREENSPACE

- (a) Friends of Maryhill Park (You) must confirm by signing this agreement that you indemnify Glasgow City Council, Neighbourhoods and Sustainability against all claims of loss, damage, injury, etc., to the participants or the public from your activities within agreed open space and that any such loss, damage, injury, etc., will be your responsibility. **YOU ARE STRONGLY ADVISED TO TAKE OUT APPROPRIATE INSURANCE TO COVER THESE LIABILITIES.**
- (b) You will be responsible for all Health and Safety matters and vulnerable persons and groups' disclosure issues arising from the permission to use. At the time of entering this agreement you 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) On no account will you stop any other park/greenspace user for the purpose of collecting money, etc., without appropriate Council licence (telephone 0141 287 4812 for advice).
- (d) You are responsible for the complete security of your use of the site for your activities to the satisfaction of Neighbourhoods and Sustainability and/or Police Scotland throughout the term of this agreement.
- (e) You contact Building Control should the activity involve any temporary raised structures which are 600 mm above ground level (telephone 0141 287 4497 for advice).

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- (f) You must contact Environmental Health should the proposed activity have elements including noise emission and public toilet requirements (telephone 0141 287 9271 for advice).
- (g) You ensure that no vehicles, other than those for which specific permission has been given, are taken into the green space/woodland.
- (h) You exercise great care to ensure that no public congestion is caused and that access is kept clear for vehicles of the emergency services at all times.
- (i) You reinstate any damage to, or remove litter left within the greenspace after your activities, failing which a charge for same will be payable by you.
- (j) You ensure that all noise levels are kept to a minimum to avoid disturbance to other park users and/or to occupiers of surrounding properties.
- (k) You are responsible for obtaining all other consents and permissions required in respect of your use of the site.
- (l) Should there be any alterations to the proposed activity after initial permission is granted, you will submit the revised plans to Neighbourhoods and Sustainability and await appropriate permission to be granted for amended proposals.
- (m) All electrical equipment brought on site should be portable appliance tested and carry inspection stickers. Installation certification should also be available for all generators, which must be diesel driven and barriered to prevent public access to them. All sub contractors, 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.
- (n) All activities that are held on Neighbourhoods and Sustainability premises must be fully compliant with all applicable environmental legislation and SEPA Pollution Prevention Guidelines. Any negative environmental aspects that may arise from such 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, non native invasive species, wildlife disturbance or unacceptable noise levels. 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.
- (o) If your activity is going to restrict public access you will be required to apply for a Section 11 Order. For further information contact the Council's Outdoor Access Officer (telephone 0141 287 8585).
- (p) Maintenance of temporary structures if any, e.g. steel cabins, including installation, removal and security will be your responsibility throughout the term of this agreement. Installation of such structures will require the written permission of the Executive Director of Land and Environmental Services prior to installation.
- (q) Costs for the provision and maintenance of utilities (electricity, water and gas) if any, including all usage costs will be your responsibility throughout the term of this agreement.
- (r) You will be responsible for COSHH (Control of Substances Hazardous to Health) assessments of all materials used within the site. These assessments

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must be recorded available for inspection by Glasgow City Council officers as required.

- (s) You will be responsible for reinstatement of any damage to the approved plot area to the satisfaction of Neighbourhoods and Sustainability.
- (t) It expected that there will be excavation and reworking of the soil at the site, due care must be taken and any suspicious features discovered should be reported immediately to Neighbourhoods and Sustainability – 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 following conditions apply;
 - You are responsible for carrying out risk assessment of your project, holding appropriate Public Liability Insurance for your activities and for all aspects of health and safety relative to your project.

Failure to comply with any of the above conditions may result in the termination of this agreement.

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

Signed  **Alan Cooper**

Position **Green Flag 2020 coordinator (Friends of Maryhill Park)**

Date **12 Dec 2019**

Please return this sheet, signed, to:

**Rachel Smith
 Landscape Design & Development Manager
 Neighbourhoods and Sustainability
 231 George Street
 Glasgow
 G1 1RX**

Or by Email (PRINT NAME IF ELECTRONIC) to:

rachel.smith@glasgow.gov.uk

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EXAMPLES OF ENVIRONMENTAL ASPECTS AND BEST PRACTICE

POTENTIAL ENVIRONMENTAL HAZARD	BEST ENVIRONMENTAL PRACTICE	
FUEL OR OIL USE	1.	Clearly marked suitable containers.
	2.	Storage of containers on drip tray or in a bunded area.
	3.	Bulk quantities of fuel to be stored in internally bunded tank.
	4.	All spillage to be cleaned up using an absorbent material and the contaminated material disposed of as a <i>special waste</i> .
	5.	Ensure no fuel or oil reaches the drainage system or open ground.
DISPOSAL OF WASTE	1.	Arrangements to be made with the Neighbourhoods and Sustainability Events Team to clean up after an event – Not applicable
	2.	If possible segregate recycleable materials (paper, cans, glass etc).
NOISE	1.	Ensure that the Neighbourhoods and Sustainability Events Team is informed if a public address system is to be used during an event – Not applicable
	2.	Make sure that volume is kept to the minimum level required and that any Db parameters specified are adhered to.

If any further information is required on any potential environmental impacts, or assistance in carrying out an assessment of any activities, relating to an activity then please contact Neighbourhoods and Sustainability on **0141 287 2000**