

Draft Health & Safety Policy

PURPOSE OF REPORT

To provide the Parish Council with a draft Health & Safety Policy on which subsequent and more detailed and related strategies and documentation eg risk assessments can be constructed.

BACKGROUND

Consideration of the Parish Council's approach to health & safety is a high priority at this time, not least because of the HPC 'asset' the Village Green which is used by the public and 'others' eg the Village Fair.

Cllr Hertz has looked at various Parish's documentation, Basingstoke & Deane's Health and Safety Policies, as well as various commercial organisations who have implemented their policies soon after the **H&S Act 1974** came into being. Hannington Parish Council should have had an H&S Policy in place years ago!

In constructing this report, advice has been provided by Paul Beaumont CMIOSH, Chartered Safety Practitioner, BDBC's Health and Safety Advisor. To summarise, *"A Parish council has a moral duty of care (Common Law) and a statutory (criminal) duty of care to safeguard and provide for persons who come onto their land or who enter and exit that land for the purposes to partake in a village fete or other festivities."*

In drafting the H&S Policy (attached at Appendix I), Mr Beaumont provided further advice as to what is most appropriate for an organisation the size of Hannington Parish Council. In this context, the Council's attention is drawn to the guidance where an organisation has less than five employees. In general,

"The approach you take should be proportionate to the size of your business and the nature of your business activity. For most small, low-risk businesses the steps you need to take are straightforward. If you have fewer than five employees you don't have to write down your risk assessment or your health and safety policy."

Source: <http://www.hse.gov.uk/simple-health-safety/index.htm>

However, it is necessary to take into account that whilst the Parish Council currently only has one employee (the Clerk) and one regular volunteer (maintenance of the village green), with the transfer of the Village Green this asset will be used by the public, and the overriding responsibility for their 'health and safety' rests with the Parish Council. In such circumstances, a Risk Assessment would be required and the Parish Council would need to be satisfied that there is 'due diligence'.

The nature and construction of supporting Risk Assessment documentation will be addressed in a separate report.

Hannington Parish Council's responsibilities are not just limited to public use of the village green. HPC has recently worked with Rambler volunteers and others to repair gates and to clear bridleways etc. From the perspective of Public Liability Insurance, these 'volunteers' are treated as HPC employees. Having an agreed H&S Policy in place is the prudent and sensible approach to take.

CONSTRUCTION OF THE DRAFT HEALTH & SAFETY POLICY

As already stated, substantial help and advice has been provided by Paul Beaumont and Jade Poulton, Events Organiser BDBC, for which we are very grateful.

The initial draft policy has been modified by the advisors to better reflect the size and nature of the Parish Council and its activities, and also to reflect that words such as 'occurrence' and 'incidents' have specific connotations when used in a health and safety, or risk context. Examples of some of these modifications are amending:-

- 'including **regular** risk assessments' to including **appropriate** risk assessments;
- 'Systems of work that are safe **and without risks to health**' to 'Safe systems of work'. You cannot have 'without risk to health' as there is always 'risk' in any system of work;
- 'do not **unreasonably jeopardise** the health and safety of the public.' to 'do not **adversely affect** the health and safety of members of the public'.

In order for health and safety to be consistently recognised within the Parish Council's documentation, 'Health and Safety' has been added to the **Skills Audit (Item 9.b** on this Agenda).

'Health and Safety has also been taken into account as Objective 7 in the drafting of the **Aims and Objectives (item 8 on this Agenda)**.... *"To work with the BDBC and HCC to provide safe, healthy and timely opportunities for recreation, leisure and education by adding value to their statutory activities"*.

NEXT STEPS:

Once the Parish Council has agreed its H&S Policy, it follows that :-

- HPC would need to establish its own risk assessment (RA) for the HPC's asset; the village green;
- 'Event Organisers' would be required to satisfy HPC that they have undertaken the necessary risk assessments etc;
- Once satisfied with the assessments and action plans, HPC would then be in a position to issue a Licence ie an approval to the 'event organiser' to actually use the village green. A first draft template of a potential Licence is attached at Appendix II, for information only at this stage.
- Accepting that even with the most comprehensive RA and action plan, it is inevitable that at some time there will be an 'incident'... HPC establishes an 'incident' reporting procedure.

RECOMMENDATION:

That the Parish Council:-

- i) adopts the Health and Safety Policy (Appendix I);
- ii) agrees to the 'licence' approach for events;
- iii) establishes its own risk assessment (RA) for the HPC's asset; the village green;
and
- iv) establishes an H&S incident reporting procedure.

Chris Pottinger

Clerk, Hannington Parish Council

APPENDIX I

Health & Safety Policy

Hannington Parish Council, in the Basingstoke & Deane Borough, Hampshire

General Statement

1. Hannington Parish Council recognises and accepts its responsibilities as an employer for providing a safe and healthy working environment for all its employees, contractors, voluntary helpers and members of the public who may be affected by the activities of the Council.
2. The Council will meet its responsibilities under the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, the Corporate Manslaughter and Corporate Homicide Act 2007 and other relevant legislation, and will provide, as far as is reasonably practicable, the resources necessary to fulfil this commitment.
3. The Council will seek, as and when appropriate, expert technical advice on Health and Safety to assist the Clerk in fulfilling the Council's responsibilities for ensuring safe working conditions.

Aims of the Health & Safety Policy

To provide as far as is reasonably practicable:

1. A safe place of work and a safe working environment.
2. Arrangements for considering, reporting and reviewing matters of Health and Safety at work, including appropriate risk assessments of working activities.
3. Safe systems of work.
4. Obtaining specialist technical advice and assistance on matters of Health and Safety when necessary.
5. Sufficient information, instruction and training for employees, contractors and voluntary helpers to carry out their work safely.
6. Care and attention to the health, safety and welfare of employees, contractors, voluntary helpers and members of the public who may be affected by the council's activities.

Arrangements and Responsibilities for carrying out the Health and Safety Policy.

As the Council's Safety Officer, the Clerk will:

1. Maintain awareness of relevant health and safety legislation.
2. Advise the Council on the resources and arrangements necessary to fulfil the Council's responsibilities as outlined in the Health and Safety Policy.
3. Make appropriate arrangements to implement the Health and Safety Policy.
4. Ensure that matters of health and safety are regularly discussed at meetings of the Parish Council.
5. Ensure that regular risk assessments are carried out of working practices and facilities, with subsequent consideration and review of any necessary corrective/protective measures. Maintain a file of risk assessments, summarised in the minutes.
6. Make effective arrangements to ensure those contractors or voluntary helpers working for the Council comply with all reasonable health and safety requirements. All contractors will be required to abide by the terms of the contractors' service level agreement and specified scope of work and will be given a copy of the Council's Health & Safety Policy.
7. Ensure that work activities by the Council do not adversely affect the health and safety of members of the public.
8. Maintain a central record of notified accidents/incidents.
9. In the event of an accident or hazardous occurrence, take appropriate and timely action to prevent a recurrence or further incident and to complete the accident reporting procedure.
10. Act as the contact and liaison point for the Health and Safety Executive.

All employees, contractors and voluntary helpers will:

1. Comply with Codes of Practice or work instructions for health and safety.
2. Take reasonable care for their own health and safety, to use appropriate personal protective clothing and, where appropriate, ensure that appropriate first aid materials are available.
3. Take reasonable care for the health and safety of other people who may be affected by their activities.
4. Not intentionally interfere with or remove safety guards, safety devices or other equipment provided to reduce risk of injury or dangerous occurrence.
5. Not misuse or abuse any plant, equipment tools or materials.
6. Report any safety concern, accident or dangerous occurrence to the Clerk.

LICENCE TO USE THE HANNINGTON VILLAGE GREEN

SCHEDULE OF MAIN TERMS AND CONDITIONS

Hannington Village Fair & Barbeque Committee
for the Hannington Village Fair & Barbeque event

Date: From *nn to nn mmm* 2017.

Licensor: *Hannington Parish Council in the Borough Basingstoke and Deane*

Licencee: *Hannington Village Fair and Barbeque Committee*

1. The Licencee to hold the *Hannington Village Fair & Barbeque* on the “Hannington Village Green”.
2. The licence to be for the period from *nn to nn mmm 2016*.
3. The Licencee shall have the right to operate the *Hannington Village Fair & Barbeque* on the “Hannington Village Green” for the period of the event.
4. The Licencee shall be required to lodge a bond with the Council in the sum of £500.00. The Bond or part bond shall be forfeited to the Council if the Clerk considers that damage is caused to Council property as a result of the activities of the *Village Fair & Barbeque*, or if the site is not left in a clean and tidy condition. The *Village Fair & Barbeque Committee* will agree to lodge a *Village Fair & Barbeque Committee* cheque with the Council.
5. The Licencee to accept that the Parish Council groundstaff will assess the ground conditions on the day of the event and will have final say on the use of the ground. *Village Fair & Barbeque Committee* will name the prime contacts for the groundstaff to advice on the suitability of the ground conditions.
6. All vehicles belonging to stall holders and including any display vehicles will enter the ground using the *xxxxxxxxxxxx* entrance(s). The entrance(s) will be manned by *Village Fair & Barbeque Committee* staff to permit pedestrians entry but no vehicles will be permitted once the village fair commences, other than those taking part in the show. The route(s) to and from the village fair to remain available as a contingency for any emergency during the event.
7. Vehicles belonging to stall holders etc to be either parked in a pre-allocated plot outside the perimeter of the show or to be removed from the village green area.
8. **No parking will be permitted in the surrounding neighbourhood.** Stall holders to be advised of this prior to the event. Private cars and light vans, if not taken off site by *nn:nn* hours, should be stored away from the main display area in the *village fair* designated parking facilities.

9. Parking will be permitted in a *Village Fair & Barbeque Committee* designated area for disabled vehicles and show participants.
10. The Licencee must ensure that the layout of the site allows safe operation of any rides demonstrations etc and does not present any danger to the public attending the event and that the *Village Fair & Barbeque* is operated in an orderly and safe manner at all times.
11. The Licencee must ensure that any rides erected in the site have a Certificate of Safety issued by the Showman's Guild for Great Britain before being allowed to open and offer rides to the public. These Certificates should be made available to the Clerk before the opening of the *Village Fair & Barbeque* event and such Certificates should be displayed in a prominent place on each ride wherever rides are offered to the public.
12. The Licencee is to indemnify the Licensor against all costs, claims, demands, charges or actions howsoever arising either directly or indirectly from occupation of the Hannington Village Green site or operation of the *Village Fair & Barbeque* event and in this respect the Licencee shall at all times during the event, including setting up and taking down, be insured against Public and Products Liability for a minimum sum assured of £10,000,000 (see policy schedule). A policy schedule showing the periods of insurance, the Public and Products Liability Insurance and relevant endorsements, warranties or clauses must be submitted to the Council at least 7 days prior to the commencement of the event.
13. The Licencee is not to carry out any unlawful activities or unlawful gambling and is to observe all statutory and other provisions, bye laws and regulations for the time being in force and applicable to "Hannington Village Green". The Licencee is also to comply with any statute, bye law, regulations and provisions currently in force concerning the sale or supply of food or refreshments (including alcohol). The Licencee to obtain the correct licence for the event.
14. The Licencee is to bring the provisions of this Licence to the notice of every stall holder permitted by the Licencee to occupy any part of the "Hannington Village Green" during the period of this Licence.
15. The Licencee is to ensure that every *stall holder* and trader shall display a notice stating his name and address. The Licencee is not to permit separate licences to stall holders allowing them to sublet. Booking records for all traders to be held and maintained by the Licencee and must be available on the day.
16. The Licencee is to keep the Village Green in a neat and tidy condition and to ensure that each and every stall holder or trader selling food or confectionery of any kind whatsoever shall provide sufficient litter baskets near his stall and empty those containers when necessary.
17. No animals, birds or fishes are to be offered or awarded as prizes under any circumstances.
18. The Licencee is to ensure that any electricity cables are soundly insulated and safely protected wherever a cable crosses a footpath.
19. The Licencee to ensure that if there is a need to connect any power/gas/compressed air services such connections will be connected by qualified technicians.

20. The Licencee to ensure that access to the Village Green area by emergency services, e.g. Fire Engine and ambulance services such as the St John ambulance, is maintained as reasonably practicable.
21. The Licencee is to take all reasonable precautions to prevent drunkenness or disorderly conduct and is to conduct the event in an orderly manner so as not to cause any annoyance or nuisance in the neighbourhood.
22. The Licencee shall at all times comply with any directions given by the BDBC Head of Environmental Services regarding the level of noise generated by sound amplifying equipment, diesel generators or any other operations of the Carnival and Show, and if so required by the BDBC Head of Environmental Services the Licencee shall immediately terminate any activity generating noise in contravention of the terms of the licence.
23. The Licencee to ensure that householders in the vicinity of the “Hannington Village Green” are advised of the plans to use the area for the event and of any associated road closures. All residents in Hannington Village to receive a leaflet in advance of the event from the Licencee to explain the activities of the day.
24. The Licencee is to ensure that the access to the Village Green for the public will be from [xxxxxxxxx](#) Road for pedestrian access only. No access is permitted for vehicles or for parking (other than in Clause 7).
25. The Licencee must conform to the Health and Safety at Work Act 1974 which places a legal responsibility on everyone working at the event to ensure that, whatever they do, they do not endanger themselves, employees or the general public.
26. The Licencee to ensure that the site is cleared by [nn.nnhrs on nn xxx 2016](#).
27. The Licencee to provide **draft** risk assessments 6 weeks prior to the event taking place to the Hannington Parish Council Clerk for acceptance by the council. A final version of the assessment to be submitted one week before the event once the Licencee has finalised all the participants/displays.
28. The Licencee must accept that the Council maintains at all times the Licence does not constitute a tenancy.
29. The Licence is to rest on exchange of correspondence.

Signed:

The Licencee Hannington Village Fair & Barbeque Committee

Date

Signed:

The Licensor Hannington Parish Council

Date