

General Operations Committee 14th November 2018

Agenda Item 9.

Use of Swanage parks for paid for Nordic Walking activities

Introduction

The Town Council has been approached by Nordic Walking UK to allow access to the Town Council's parks to run paid for activities. Please see the appendix for information regarding Nordic Walking.

Nordic Walking UK is a business that is looking to run a range of sessions including Nordic Walking tuition, tasters, wellbeing walks, rehabilitation and mobility for older adults, fitness walks and young explorers schools programme. Generally, each group being tutored would be no more than 12 people and the impact on the ground would be very minimal.

Proposal

That approval is provided for Nordic Walking UK to use the Town Council's Parks with the following requirements:

- 1) That a standard Swanage Town Council User Agreement for events is signed (attached as Appendix 2).
- 2) No advertising is undertaken on land operated by Swanage Town Council.
- 3) Other events booked and approved on land operated by Swanage Town Council will have priority.
- 4) The public will have access to the parks and open spaces and play and fitness equipment at all times.
- 5) That a trial is undertaken until the end of 2019 at which time a review will be made of the arrangements in place.
- 6) Members are asked to agree a charge to be made for 2019. In an example of an agreement from another Council, the fee was set at the nominal amount of £25.

Culvin Milmer
Visitor Services Manager
November 2018

Appendix 1 – Information from the Nordic Walking UK website

About Nordic Walking

What is it?

Nordic Walking is an enhancement of ordinary walking — it makes something we learn to do as babies twice as effective!

Nordic Walking uses poles to in order to add two major benefits to walking:

- The use of poles means the upper body muscles are used as well as the legs
- The poles help to propel the walker along – this means he/she works harder than usual yet the support given by the poles makes it feel easier!

Nordic Walking is a specific fitness technique and is not to be confused with trekking, hill walking or trail running as the poles are not planted in front of the walker/runner but in a specific way that increases the use of the upper body. It can be done by anybody, anywhere and does not require expensive equipment or clothing. It is the fastest growing fitness activity in the world and is used by individuals, personal trainers, health clubs, physiotherapists, doctors and health promoters because it is highly effective, affordable and FUN!

The Nordic Walking technique **MUST** be learnt correctly if the participant is to get the most out of the activity – the full health technique that ensures the whole body works efficiently is only taught by NWUK qualified Instructors. It provides benefits for everybody from those with medical problems to the super fit. Whatever age, fitness level or goal, - Nordic Walking is suitable, effective and enjoyable.

Physical Benefits

- Tones the upper and lower body at the same time
- Uses 90% of the skeletal muscles
- Burns up to 46% more calories than ordinary walking
- Reduces the pressure on knees and joints
- Great for the Heart and Lungs
- Ideal for neck, shoulder and back problems
- Poles propel the walker along, making it easier to move faster than normal without feeling the effort.
- It is one of the most effective cross training techniques for athletes and sportspeople who require ultimate cardiovascular and endurance conditioning.

Other Benefits

- Can be done anywhere – no need for hills, country paths or even snow!
- It appeals to all ages and fitness levels.
- No need to wear special exercise clothing
- It's very sociable; participants can chat as they go!
- It is easy to learn and to keep up.
- It combines exercise with the nature which has been proven to boost mood.

Appendix 2 Swanage Town Council User Agreement

This document sets out the terms and conditions for the use of Town Council owned land, property and equipment. The person agreeing to these terms and conditions shall be the responsible officer/ representative for the applicant.

1. All booking requests for the use of Council owned land shall be made in writing and confirmed by the Council in writing before the event is advertised.
2. The Council accepts no liability for loss, damage or injury to any person or property however caused as a result of your activities and shall not be liable for any indirect or consequential loss whatever or however caused. You will keep the Council fully indemnified against all costs, claims, expenses, demands, charges or liability of any description arising as a result of your activities, and those of any contractors/sub-contractors associated with the event.
3. **You, as event organiser, accept responsibility for obtaining public liability insurance with the value of £2 million or such sum that the Council may determine, and will produce a copy of your insurance to the Council with relevant paper work prior to the event.**
4. You will be required to comply with the Health and Safety at Work Act 1974 and regulations made thereunder, and all other relevant statutory provisions including any health and hygiene regulations. Your attention is drawn to the requirement of the Management of Health and Safety at Work Regulations 1992 and specifically the requirement for risk assessment, which must be submitted prior to the event and be produced to the Council on request.
5. You will be responsible for ensuring compliance with all legislation and the like covering the siting, operation and management of the event and for the payment of any fees so required.
6. You are responsible for event equipment brought and left on site; and will ensure that any such equipment is properly secured against misuse. The Council accepts no responsibility for any loss or damage to such equipment. In addition, you will make sure that the insurance cover provided covers all risks for the duration that such equipment is on Council Land. All associated equipment is to be removed from the site on the completion of the event. The use of any equipment loaned by the Council shall be entirely at your own risk, as event organiser, and you will be responsible for its safe use, collection and return at the end of the event.
7. You must not allow any access to be obstructed.
8. The parking of any motor vehicles shall be limited in number and agreed in advance of the event. All permitted vehicles must have oil drip trays unless otherwise agreed with the Council.
9. Activities will only be permitted within the boundaries of the event site.
10. You or your nominated representative must be available on site to deal with issues, incidents or matters arising during the event set up, the operation of the event and break down of all equipment or similar, and provide the Council with a name and contact number for such person in writing at least 14 days before the commencement of the event.
11. You will be responsible for crowd management and safety; and will provide an appropriate number of event marshals / stewards / security (if applicable) / crowd barriers and qualified first aid personnel as agreed with the Council, police, ambulance service and first aid provider in advance in writing, and in accordance with the event risk assessment and national guidance. This will include compliance with the Private Security Industry Act 2001.
12. You will comply with the requirements of the Regulatory Reform (Fire Security) order (RRFSO).
13. Where the sale of alcoholic beverages is intended, prior permission of Council **must** be obtained before applying for a licence or Temporary Event Notice. It is your responsibility to apply for the appropriate licence and a copy must be presented to the Council.
14. You will be responsible for any Performing Rights, Copyright, Licensing and other fees payable to third parties. The event should not hinder, interrupt or inconvenience any member of the public, neighbour or user of adjacent or neighbouring property or land. You are to ensure that no event equipment or otherwise creates or constitutes a noise nuisance.

15. No performing animals of any kind are permitted at any event on Council land
16. You will be responsible for any damage, whether accidental or otherwise. In the event of any claim made by the Council to you, as event organiser, it will be deemed that you have inspected the site and any equipment and satisfied yourself of their condition prior to use.
17. The site is to be left in a clear and tidy condition by the date agreed in advance with the Council. Any litter arising from activities shall be removed at the conclusion of the event. You are responsible for making arrangements for the collection and disposal of this refuse. A charge may be levied by the Council for site clearance, if this condition is not met.
18. No overnight camping or sleeping on site will be permitted except on grounds of security.
19. You will not allow any stalls, catering units, or other means of retail to be operated without prior permission from Council. No land, property or equipment shall be sub-let by the applicant without prior written permission from the Council.
20. Any trade / promotional / sponsorship units or banners are to be agreed with the Council.
21. You are not permitted to sell or hire any goods on the beach, esplanade or Council land unless agreement has been given to you, as event organiser, in writing by the Council.
22. You will at all times prior or during the event comply with any verbal or written instructions or requirements issued by a duly authorised officer of the Council. The Council reserves the right for any police officer or officer of the Council or any statutory authority to gain access to the event site at any time during the event.
23. The Council reserves the right to charge you for any reinstatement works required to the area due to excessive use.
24. A valid Street Collection Licence issued by Purbeck District Council must support any charity collections.
25. Any breach of the above terms and conditions, or those imposed under the associated premises licence, by you, your organisation, or any participant in the event, may result in the suspension of the event until such time that the matter is satisfactorily addressed, and / or its cancellation.
26. You agree to complete a feedback form provided by the Council after the completion of the event.
27. The Council reserves the right to cancel or postpone any hire period at any time, or to alter the allocated event site in the event of unforeseen circumstances.

Please carry this signed letter of agreement, at all times during the event. You may be asked to produce this letter by a Swanage Town Council Officer as evidence that the event has permission to take place. Failure to do so could lead to the event being refused, or stopped. If you have completed an online application form you must carry the email confirmation you received for the event from Swanage Town Council.