

## PLAY AREA DEVELOPMENT

Developing a play area from scratch, campaigning to improve a local play area or to save one from closure, can be a drawn out and complicated business, here are some guidelines.

1. **If you are an individual** wishing to improve local play provision, we recommend that you gather together some like-minded people in your community and form a Play Forum Group. Knock on doors, produce fliers and posters for local schools, shops, doctor's surgeries pubs and clubs, and distribute questionnaires. Convene meetings in places where your local community usually gathers e.g. local school, a village hall or church meeting room, and remember that these should have good disabled access and facilities.
2. **Once you have formed a Play Forum group**, (Advice on constitution & charitable status from Voluntary Action Lochaber) approach Highland Council, who may be able to help. They may be able to help you to find an appropriate site, and advise on local planning issues, bylaws, land contamination, grant support, design and technical matters etc. Highland Council can help children and youth groups to access the political structure through direct contact with your Local Ward Councillor and your Member of Parliament.
3. **Following completion** of the proposed upgrading Highland Council will inspect the completed play area to ensure constructed to adoptable standards. The Play equipment maintenance will then, and only then, be undertaken by Highland Council with costs contained within existing revenue budgets.
4. Any **development proposals** for the Play Area must be approved by the Ward Councillor, Highland Council and residents adjacent to the Play area. You should note that any developments outwith established play areas will require planning consent.
5. **It is worth gathering local facts and statistics to support your case**, both for persuading the local authority to support your cause, and in making funding applications. A well set out document detailing the results of your fact-finding will really help your case and show others how serious you are. The better informed you are, the better the case you will make, and the better the job you will do for your local children and young people.
6. **When you are considering a site for a play area** you need to take into account how it is located in terms of:
  - major roads and accessibility to children who wish to visit unaccompanied by adults;
  - access for disabled children;
  - travel distances for those who wish to use it;
  - casual supervision by passing adults or local residents;
  - other community activity;
  - environmental hazards such as rivers, railways, rubbish dumps, flooding and quarries etc

- previous use of the land e.g. a site previously used for demolition infill or a landfill scheme may be unstable or contain methane gas and it may be difficult to dig foundation holes.
  - Archaeological sites & sites of special scientific interest
7. **Before you start planning and designing the play area, consult local children and the local community.** Leave your own pre-conceived ideas behind, and really listen to what the children and young people say. If you respond to their wishes and needs, you can help them to feel included in your community and part of the play provision from the start. Organise trips with the children so that both you and they can see and try out examples of good quality play provision. The wider and more thorough your child and community consultation, the better you will understand what the users will need, and the more personal the relationships you will make with all the people concerned. Don't rest your case on hearsay or vocal evidence. Once again, if you can encapsulate the results of your consultation in a written report, it will look a lot better to all those you wish to influence.
8. **Once you have found out what the children and young people in your area need,** consult play equipment manufacturers and get a variety of quotes. Many manufacturers will help you with design, or you can consult Highland Council.
- The playground should offer the following:
    - a stimulating environment which helps the child to develop
    - a place which encourages their involvement through providing opportunities, and which does so because the equipment and layout are interesting and can be used safely, and are not boring (which encourages inappropriate use)
    - a place which attracts children to play, which can be reached safely, and is in a safe environmental context; safety of equipment, surfaces and ancillaries (e.g. fencing, gates, shrubbery etc.).
    - a place which is Fun!
9. **You don't need to go with one manufacturer** for the whole playground, you may wish to take a pick and mix approach so as to fulfil the children's remit.
10. If you are planning a manufactured play area, you will need to comply with British and European Safety Standards. All equipment and surfacing must comply with EN1176/7. Play equipment & design must meet Disability Discrimination Act
11. **When you are putting together a budget** you must take into account the cost of equipment and installation including vat, as well as the cost of:
- Gates, fences, seats and bins
  - Signs, (it is good practice to include signs showing who to contact in the event of damage to the play area etc, and you **must** have signs barring dogs)
  - Continuing maintenance unless this is agreed with Highland Council

- Safety inspection and risk assessment training, if you wish to do it yourselves. Developing pre-existing play area should allow Highland Council to undertake inspections.
- Annual independent safety inspections
- Equipment, repair and renewal
- Insurance. May be underwritten by Highland Council

**Funding advice** can be obtained from Highland Council or Voluntary Action Lochaber for potential sources of funding; it also has good advice on keeping your hopes up during a fundraising campaign such as. (**Sponsored walks; cake & candy; raffles; dancing; bag packing**), and this in turn leads to local businesses and contractors becoming partners by giving in kind donations of time and resources.

12. **Keep everyone informed**, even if nothing has happened for some time, make sure that everyone involved knows what stage you are at, and that you are still on the case. A letter to the local community council to keep them informed of local developments, and a simple community newsletter would keep everyone's interest going.
13. **Be prepared for a long and difficult struggle**, but sustain your resolve by reminding yourself that the local children rely on you – they cannot do this for themselves, that the benefits of good quality play provision stay with children into adulthood, and that you are making a very valuable contribution to your local community.
14. **Once you have achieved your goal organise an opening ceremony**, make sure that children and their wishes are at the centre of the proceedings, and invite all those who have helped or hindered you along the way. Publicise your success in local newspapers, websites and local radio.

## 15. Help From

**Fair Play for Children\*** - Secretary: 35 Lyon Street, Bognor Regis PO21 1BW, Tel: 01243-869922 (+answerphone), Fax:: 01243-862072, [e-mail: fairplay@arunet.co.uk](mailto:fairplay@arunet.co.uk) [nation-wide association for the Child's Right to Play]

**National Playing Fields Association\*** - St Chad's Place, London WC1X 9HH, Tel 0171-584-6445 [includes NPFA Playground Services Ltd]

**Children's Play Information Centre\*** - 8 Wakley Street, London EC1V 7QE, Tel: 020-7843 6303

**Association of Play Industries\*** - Federation House, National Agricultural Centre, Stoneleigh Park, Warwickshire CV8 2RF, Tel 01203 414999 [the organisation of equipment manufacturers, installers, etc. - publishes member list]

**Child Accident Prevention Trust\*** - 4th Floor, Clerk's Court, 18-20 Farringdon Lane, London EC1R 3AY, Tel: 0171-608 2838/Fax 0171-608 3674

**European Consumer Product Safety Association\*** - c/o Consumer Safety Institute, PO Box 5169, 1007 AD Amsterdam, Netherlands

**Play Scotland\*** - Moray House College of Education, Cremond Campus, Cremond Road North, Edinburgh EH4 6JD, Tel: 0131-312 6001 ext. 294

**RoSPA** - Edgbaston Park, 353 Bristol Road, Birmingham B5 7ST, Tel: 0121-248 2000  
Playground office at 3 Earning Street, Godmanchester, Huntingdon, Cambs. PE29 2JD, Tel: 01480 411384 [independent expert advice, quote Fair Play when contacting]

**Institute of Leisure & Amenity Management - ILAM\*** - ILAM House, Lower Basildon, Reading, Berks RG8 9NE, Tel: 01491 874222 [Children's Panel]

**British Standards Institute - BSI\*** - 389 Chiswick High Road, London W4 6AL, Tel: 020-8996 9000.

\* has published standards, leaflets, reports etc. on playground safety, design etc.

## Discussion Prompt

Before embarking on a Play Park Project the following list of issues should be given consideration.

1. Adoption of completed project
2. Design brief – is it DDA compliant?
3. Evaluation of equipment & supplier – must involve TECS if they are to adopt/maintain
4. Evidence of Community Consultation including end users
5. Evidence of need
6. Fundraising – must involve % community funding not just lottery etc.
7. Has consideration been given to children with special needs
8. Has school agreed to siting equipment within school grounds & has school resolved usage issues. TECS do not adopt or maintain equipment within educational establishments.
9. In kind support
10. Insurance until site adopted
11. Is development child-led, any working with group
12. Is this new provision or replacing existing
13. Land Ownership
14. Ongoing Maintenance (especially important if not adopted)
15. Planning status – required if new provision
16. Project costs and funding – including VAT (won't be VAT except) even with charitable status
17. Project Management – anyone managed contractors
18. Rationale for Development
19. Safety inspections
20. Signing off site & equipment as meeting minimum standards for adoption by Highland Council
21. TECS / ECS local contact
22. Tender process for site works & equipment
23. Equipment warranty (normally 10 years)
24. Type of safety surfacing. (Wet pour, Rubber tiles, Grass matting & pea gravel). High purchase costs may be offset against lower maintenance costs.

# **A Sample Constitution**

## **1. Name**

The name of the group is

Hereinafter called "The Association".

## **2. Objects**

The objects of The Association shall be

To work towards developing specific areas of land in the ... Area for the enhancement and well being of the Community. To work in partnership with all relevant Agencies to ensure the social and economic development of our Community. To work towards securing a safe and inclusive play area for our young people.

## **3. Powers**

In furtherance of said objects, the Association may,

a) take out membership of such organisations as are considered to be in the interests of and compatible with the objects of the group

b) raise money by means of affiliation fees from participating authorities and organisations, subscriptions from individuals, donations or legacies, grant-in-aid from statutory authorities, loans or other sources

c) do all such other things as are necessary for the attainment of the objects

#### **4. Membership**

Membership will be open to all interested members of the community, including children.

#### **5. Annual General Meeting**

Once each year the committee will call a general meeting of the association at which it will give a report on its work and an account of the finances of the association since the previous annual general meeting. At least 21 days notice of an Annual General Meeting shall be given to all members.

#### **6. Committee**

6.1 No less than 5 and no more than 10 people shall be elected to the association's committee at each annual general meeting. These individuals shall be a named individual drawn from the Ordinary Membership of the association and shall be nominated in writing by the group they are representing.

6.2 The committee may appoint up to 2 people from the community and/or Associate Membership to join the committee until the following annual general meeting. Appointed committee members have full voting rights in committee meetings.

6.3 Ordinary Members shall at all times constitute a majority of the committee.

6.4 At each Annual General Meeting all appointed committee members shall retire from office. One third of the Ordinary Membership committee members (those longest in office) shall retire from office but will be eligible for re-election. If two or more committee members were elected on the same date, the question of which of them is to stand down will be decided by some random method.

6.5 No committee member shall receive financial benefit except to meet out of pocket expenses

6.6 The committee may invite advisers to attend meetings who shall be entitled to speak but not to vote. These advisers may include a representative of The Highland Council and a representative of The Highland Council Area Councillors.

### ***7. Election of office bearers***

At the start of the first meeting of the committee after each annual general meeting the committee will from among its own members elect a Chairperson, Vice Chairperson, Secretary and Treasurer. They will continue in their posts until the following annual general meeting. Should neither the Chairperson or the Vice Chairperson be present at a meeting, the members of the committee present will at the commencement of business elect one of themselves to take the chair for that meeting.

### ***8. Procedure at Meetings***

8.1 Each member has one vote but only members of the committee may vote at committee meetings. Every question at a meeting will be decided by the majority of those voting. In the case of equality of votes the occupier of the chair will have a casting vote.

8.2 The quorum for a general meeting is 4 members or a third of the membership, whichever is least. The quorum for a meeting of the committee is 3.

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8.3 The Secretary is responsible for the keeping of minutes in which will be recorded approved resolutions and the proceedings of all meeting. A person may be appointed at each meeting as minute taker.

### ***9. Finance***

9.1 All moneys raised by or on behalf of the association shall be applied to further the objects of the association and for no other purpose provided that nothing herein contained shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the association and fees to professional and technical advisers or the repayment to members of the committee of reasonable out of pocket expenses.

9.2 The Treasurer shall keep financial accounts and s/he shall invest all of the Association's money in a bank determined by the committee. The committee shall authorise in writing up to \_\_\_\_\_ members, 1 of whom shall be the Treasurer to sign cheques on behalf of the Association. All cheques must be signed by at least 2 signatories.

9.3 The accounts will be independently checked at least once each year by a competent person appointed by the annual general meeting.

### **10. Dissolution**

If the majority of the committee should be of the opinion that the Association should be dissolved, the committee will call a general meeting and make known to the membership the date and reason for the meeting at least 21 days beforehand. If that opinion is backed by the majority of those voting then the committee shall have the power to dispose of the Association's assets. Any assets remaining after the settlement of the Association's debts will be disposed of as the committee should deem desirable to a recognised charity or charities with similar objects to that of the Association.

### **11. Alteration of the Constitution**

Notification of a motion to amend the constitution must either be given to the secretary at least 21 days before the general meeting at which it is to be considered or gain the support of the committee. The secretary will inform the membership of any motion of amendment at least 14 days before a general meeting. A motion of amendment will not be adopted without the agreement of two thirds of those voting at that general meeting.

Certified as a true copy of the Constitution of

approved at a General Meeting held on

Office Held \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Office Held \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Office Held \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

# A Sample Lease

## PLAY AREA LEASE

Between

**THE HIGHLAND COUNCIL**, a body corporate constituted under the Local Government (Scotland) Act 1994 and having its principal offices at Council Buildings, Glenurquhart Road, Inverness (“the Landlord”)

And

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In consideration of the rents and other prestations hereinafter specified the landlord hereby lets to the Tenant ALL and WHOLE that plot or area of ground extending to eight hundred and fifty three decimal or one thousandth parts of an acre or thereby Imperial Measure at (Name location) and County of Inverness as the same is more particularly described in, in feu farm disposed by and shown delineated in red and coloured pink on the plan annexed and executed as relative ( site specific) or Lochaber District of the County of Inverness dated (site specific) that on the following conditions, videlicet:-

- (FIRST)** The Lease shall endure from (enter date), when entry and vacant possession shall be taken, until (enter date - normally minimum 10 years).
- (SECOND)** The rent payable by the Tenant shall be One Pound per annum, if asked only, payable at (enter date) in each year.
- (THIRD)** The Tenant undertakes to obtain grant funding from (List Funders) for the purpose of removing existing children’s play equipment from the subjects of let, replacing the equipment with a modern safe play area meeting European Safety Standards, undertaking necessary works of drainage, landscaping and planting and generally to provide a safe play area for the

benefit of the community of (enter Community Details) and to apply the whole amount of grant funding received to that purpose.

**(FOURTH)** The Tenant undertakes to complete all works necessary for the provision of the safe play area within one year from the date of entry. The Tenant shall be responsible for all liability arising from the carrying out of works in and on the subjects of let during the said period of one year from the date of entry and shall obtain suitable insurance cover in respect of that liability. The Tenant shall, if requested to do so by the Landlord, exhibit appropriate insurance policy documents and premium payment receipts to the Landlord.

**(FIFTH)** From and after (enter date) the Landlord shall be responsible for the maintenance and insurance of the subjects of let and all works and equipment thereon. The Landlord will indemnify the Tenant against any claims arising from the use of the play area between (enter date) and the date of expiry of this Lease.

**(SIXTH)** At the date of expiry of this Lease the subjects of let will revert to the Landlord and the Tenant undertakes that the subjects of let will then be in a state of repair and maintenance at least as good as that existing at the date of entry.

**(SEVENTH)** In the event of any dispute arising between the parties in relation to this Lease of whatever nature the same shall be referred to the amicable decision of an arbiter to be mutually appointed or in the event of the parties not reaching agreement as to a mutual appointment by the President of the Law Society for Scotland on the application of either party; and both parties consent to the registration of any Decrees arbitral interim or final for preservation and execution.

**(EIGHTH)** The parties certify that this Lease is not a Lease which gives effect to an agreement for Lease as interpreted by the Inland Revenue in terms of the guidance note dated Thirteenth day of June Nineteen Hundred and Ninety Four referring to Section 240 of the Finance Act 1994.

**(NINTH)** The parties consent to the registration hereof for preservation and execution: IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are subscribed by the said (list Trustees) aforesaid all together at (enter location) on the (enter date) before (enter witness details) and they are sealed with the common seal of us the said The Highland Council and subscribed for us and on our behalf by (enter name), our Solicitor and proper officer duly authorised by us to act for us in that behalf at Fort William on the (enter date).

## Sample Intent To Lease Document

Tel No:

Your ref:

Our ref: GM/PP

Date:

Dear

In support of ..... Play Forum's application for funding to upgrade the local provision of play equipment ..... Area Committee approved leasing ..... Play Area to the ..... Play Forum.

The following will apply: -

1. This letter formally confirms Highland Councils letter of intent to lease ..... Play Area to ..... Play Forum, which will allow for funding applications to be made. Confirmation of funding award will be required before a formal lease will be entered into. (period between award letter & cheque receipt)
2. Sutherland Area Committee approved leasing of land to ..... Play Forum Group at less than market value of £1 per annum subject to Scottish Ministers Approval as defined in Section 74 (2) of the Local Government (Scotland) Act 1973.
3. Highland Council retains ownership of and responsibility for the play area including all existing equipment until funding has been achieved and lease entered into.
4. Play area equipment risk assessment & insurance will remain with Highland Council.
5. Following completion of the proposed upgrading, and at conclusion of Contractor's minimum maintenance period, (normally 1 year) TEC Services will inspect the completed play area to ensure constructed to adoptable standards. The Play equipment maintenance will then, and only then, be undertaken by TEC service with costs contained within existing revenue budgets
6. Any further development proposals for the Play Area must be approved by the Local Member, this Service and residents adjacent to the Play area.

7. You should note that any developments outwith the established play area will require planning consent.
8. Duration of lease will be 10 years.

I look forward to working with and supporting ..... Play Forum.

Yours faithfully

Area TEC Services Manager