

Volunteer Agreement

Friends of Emerson's Green Park

AGREEMENT EXPIRES 31st MARCH 2026

South Gloucestershire Council recognises the valuable contribution made by voluntary groups to the wellbeing of places and communities in South Gloucestershire.

Friends of Emerson's Green Park is a group of volunteers who wish to help maintain **Emerson's Green Park** for the benefit of the community.

This Volunteer Agreement describes the ways in which the **Friends of Emerson's Green Park** can help fulfil the expectations of the **current site management plans**, in particular, listing tasks that are scheduled to take place between the period **1st April 2025 to 31st March 2026**.

Complex site management

Management of the site is divided between SGC and **Emerson's Green Town Council** as detailed in the site plan. This agreement applies **ONLY** to those areas managed by SGC, and permission cannot be given by SGC to work outside these areas. Separate consent for activities and appropriate personal accident and public liability insurance will be required to work in areas owned or managed by others.

The following list, which has been agreed by the group with staff from the Community Spaces team, is not exhaustive but includes those tasks that can reasonably be undertaken by the Group. Tasks may be omitted and added subject to agreement by both parties and formal signoff by SGC. These tasks include:

Physical Works (on Council owned or managed land only) Emerson's Green Park

Examples:

- Litter picking
- Collecting large items of rubbish and/or notifying StreetCare for removal
- Scraping away of debris from steps (e.g., woodland steps) and paved/tarmac areas
- Hand cleaning information signs, notice boards and park equipment with warm soapy water only
- Himalayan Balsam control by pulling/cutting and / or removal of flowers / dead-heading
- Planting of bulbs, plants or small trees provided or source-approved by SGC, in agreed locations
- Licenced monitoring and cleaning of natural and man-made habitats/refugia, in conjunction with the Wildlife and Countryside Act 1981 and the Countryside and Rights of Way Act 2000 (CROW Act 2000). Failure to comply with current legislation may result in prosecution.

Public Rights of Way & permissive paths (on Council owned or managed land)

- Cutting back of encroaching and overhanging vegetation from paths and using hand tools only or where necessary trained operation of agreed power tools.
- Any tree limb removal from ground level of any branch greater than 1inch/2cm must be carried out by trained operatives.
- Monitoring way-marker signs and, where necessary, cleaning or replacement
- Monitoring finger post signs, cleaning as necessary and reporting damage to appropriate officers.

Guided walks and events (on Council owned or managed land)

- All events must be held in compliance with local Health & Safety guidance at the time of the event
- Conducting observational surveys of plants and wildlife on site (i.e., visual recording of individuals or evidence without baiting or trapping)
- Leading organised walks, observation-only, on subjects relating to the site are permitted for groups up to 30 people. Events must be notified 15 working days (3 full weeks) in advance to CommunitySpaces@southglos.gov.uk including expected numbers and detailed location/route if possible.
- Other events or activities on site up to 30 people, including picnics, group activities, trail markers, interactive walks (such as foraging or wild art) and any larger events require **permission** which must be requested at least 15 working days (3 full weeks) in advance.
- Events over 30 people or requiring exclusive use of a public open space, must obtain Hire of Open Space permission from SGC. Notification period is 6 weeks for large event. More information can be found using the link below: Application is free to volunteer groups and a site plan is essential in order to adequately inform key stakeholders on changes to public open space assets.

<https://www.southglos.gov.uk/leisure-and-culture/parks-and-open-spaces/hire-of-public-open-space/>

Equipment

- Prior to practical works starting on site, a tool safety talk must be given by a suitably trained operative to ensure all tools are checked and that guidance for their safe use is given to volunteers.
- Power tools (e.g. Strimmers, trimmers, brush cutters, jet washers) may be used upon confirmation of risk assessment, the operative having received accredited training certificate and possession of full and serviced PPE and equipment. Failure to operate a power tool without correct PPE and service certificates will be done so without formal permission from SGC and is done so at the risk of the volunteer.
- Permission must be sought from Community Spaces team officers before power tools can be used on Council owned or managed land.
- Other tools (for cutting and striking etc) may be used for specific tasks such as fencing, hedging and tree felling, subject to completion of Manual Handling and Safe Use of Tools training. Training can be sourced through SGC.

Monitoring & Reporting

- Monitoring fly-tipping and reporting locations to StreetCare
- Monitoring (ONLY) of Japanese knotweed (including photographs) and reporting to StreetCare
- Reporting the location of dangerous or fallen trees to StreetCare
- Monitoring of graffiti / vandalism / damage to facilities and structures and reporting to StreetCare
- Reporting any hazards encountered to relevant Council officers.

StreetCare Helpdesk

Reporting: <https://www.southglos.gov.uk/general-information/online-services/report/>

Email: StreetCare@southglos.gov.uk

Telephone: 01454 868000

Please add any activities your group wish to carry out that are not listed above.

A list of commonly approved activities is included in the Volunteer Handbook Part 2

N.B. Landlords agreement will be subject to review and formal response from the Community Spaces Team.

Activity	How often?
Management of community orchard	See additional note – Appendix 1
Maintenance of Willow Structures and wildflower planting	As required – See Appendix 2
Maintenance of wildlife garden	As required
Maintenance of hexagon garden	

Leadership

The Council expects that the Group has at least one competent volunteer responsible for overseeing the activities listed above, however, for some tasks, or if working with larger groups, more than one project leader will be required. If groups are undertaking practical tasks, project leaders should be experienced with sound knowledge of health and safety issues and safe handling of tools. The Council will offer training to volunteers to ensure Friends groups have a sufficient number of members competent to lead activities.

Risk assessment

No works will be undertaken by the **Friends of Emerson's Green Park** until

- relevant generic risk assessments and guidance notes (provided by SGC) have been reviewed
- site and task specific risk assessments have been completed by competent and trained members of the Group
- Safe ways of working determined through the risk assessment have been communicated to the volunteers

Lone working by volunteers is only permitted where a site-specific lone working policy has been developed.

First aid cover

The Council advises that a suitably trained first aider will be present at activities where sharp tools are used and this person will be equipped with suitable first aid materials. Where the Group's own risk assessment has determined that there should be more first aid cover for certain tasks, this should be adhered to.

The Council recommends that the Group has at least two members trained in Emergency First Aid course (6 hours) and other members where possible should attend an Essential First Aid course (3 hours or online). Training courses will be organised by the Community Spaces team throughout the year.

When a task has been assessed and no first aider is needed, the minimum requirement is to appoint a person to take charge of first aid arrangements. The roles of this appointed person include looking after the first aid equipment and calling the emergency services if required. They can also provide emergency cover, within their role and competence, where a first aider is absent due to unforeseen circumstances. To fulfil this role, appointed persons do not need first aid training.

Insurance cover

This Volunteer Agreement ensures that individual volunteers are covered by the Council's insurance policies whilst undertaking tasks listed above on behalf of the council; individuals must be suitably trained to carry out work safely, and written risk assessments must be in place.

No insurance cover is available from the Council for any activities other than the above unless previously agreed in writing. The Council cannot cover the Group for activities not directly associated with the management of the site.

Insurance cover is only provided on works undertaken on land owned or managed by South Gloucestershire Council. This insurance policy does not include Content Insurance. Any tools or equipment should be insured by a separate policy sourced by the owner or the volunteer group where required.

This agreement does not cover assets installed by the group that have not been officially adopted by the council.

Groups wishing to install a new asset, that will not be officially adopted by the council, will need to apply for a licence. For more information on this, contact GreenSpace.Volunteering@southglos.gov.uk.

Groups who take on a licence, for an unadopted new asset, will need to maintain their own public liability insurance cover (*currently a minimum cover requirement of £10 million*) for the lifetime of the asset, to ensure they are protected against any claims made by the general public.

This agreement can be terminated at any time by the Council if the group does not comply with it.

In return, South Gloucestershire Council, through its relevant officers, agrees to support and guide the **Friends of Emerson's Green Park** and to provide training and advice to ensure members have a good understanding of management techniques related to the public open space (e.g. habitat management, visitor management, health and safety issues).



Signed:

Position: Chairperson

Dated: 4th March 2025

Group: **Friends of Emerson's Green Park**

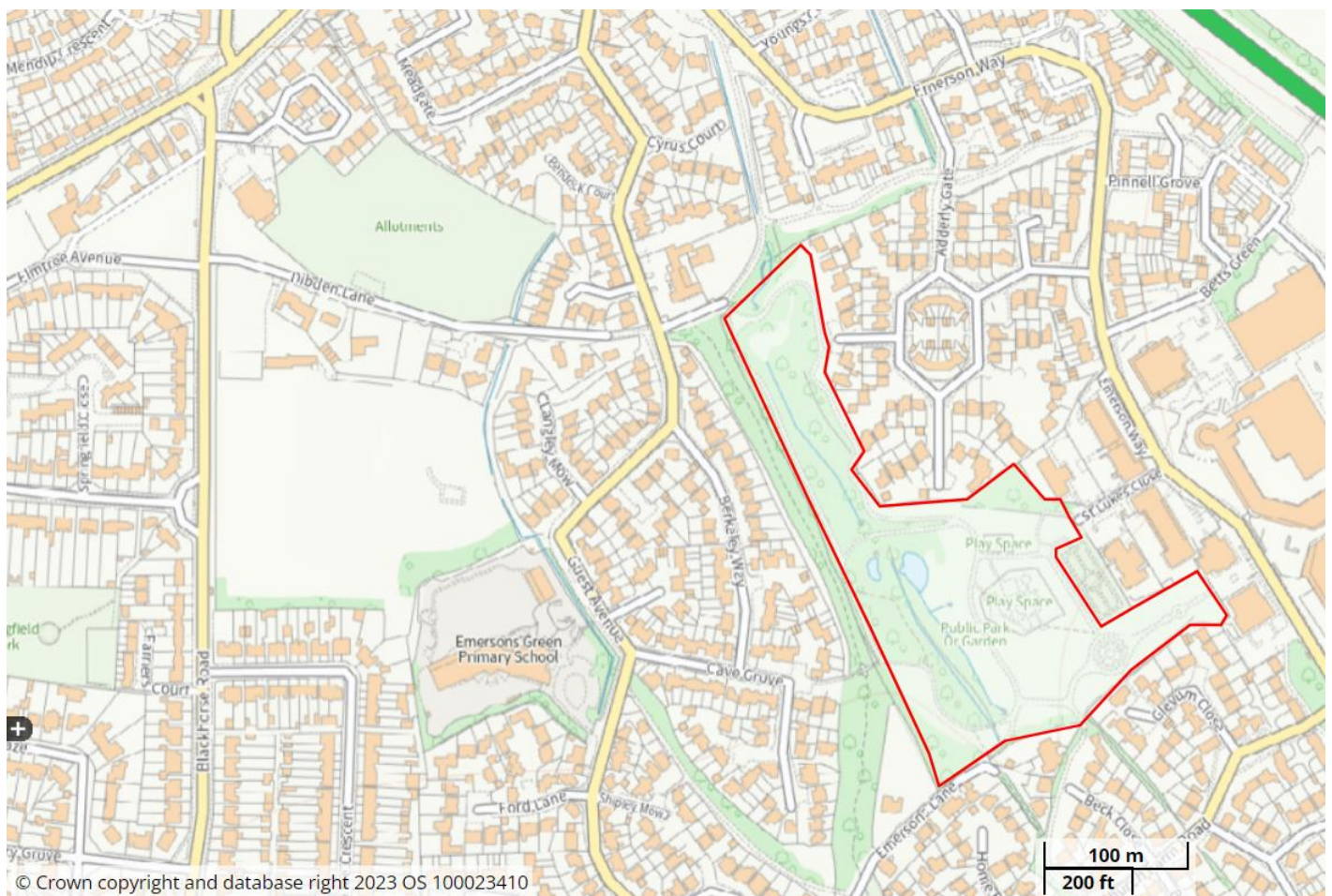
Signed: K.Newberry

Position: Volunteer Groups Support Officer

Dated: 04/03/2025

Community Spaces Team, StreetCare, SGC.

Copies of signed document held by South Gloucestershire Council Community Spaces team and Secretary of **Friends of Emerson's Green Park**.



Appendix 1: Additional Joint Note on a volunteer agreement regarding Emersons Green Park including the management of the Community Orchard.

South Gloucestershire Council, the freehold owner and **Friends of Emersons Green Park (the Group)**, a voluntary association, have agreed the following to guide their relationship.

1. Introduction.

This volunteer agreement is a development of a previous note (2011) regarding the setting up of a community orchard in an area of the park in Emersons Green between the public footpath and bridle way (ST667770.)

This community orchard has been established was managed from 2011 to 2019 as part of an active citizenship programme formed by the charity Project Agora, whose Co-ordinator is Chris Sunderland, a local resident. A small group of regular volunteers achieved the successful planting and establishment of this area in accordance with the original plans. It now contains a broad range of top fruit and soft fruit, all available to the community, presented in a manner that is sympathetic to wildlife and the semi-wild nature of this part of the park. An information board regarding the orchard was installed in 2020.

In association with this activity, the group has set up a blogsite known as 'Friends of Emersons Green Park', which aims to keep local residents up to date with matters of general interest to park users. It has around 50 people who receive communications. Many of these people walk in the park regularly and report items of interest as they arise. The blogsite has a particular interest in the natural history of the park and records informal notes of bird visitors, cultivates interest in the trees and in local history. The group also has a Facebook site with 240 followers as of Feb 2021 which was particularly important in coordinating a new painted stones garden which was installed in the formal area of the park in Autumn 2020 with the aid of a MAG grant.. In 2017 the group also piloted a 'Festival of Nature' event, held in the park, which included bird walks, tree walks, pond dipping, consultations with the local vet about care of wild animals, a consultation about park use and scout/cub activities associated with the park. This has been repeated each year since. A larger event is currently under consideration for September 2021 or Spring 2022.

Last year (2020) the group were trained by Ed Drewitt in undertaking an ecological survey of the park and surrounding area. Ed's report after this process has been significant at several levels including making important proposals re the management of both park and the nearby Emersons Green Common, which have been passed on to South Glos and Emersons Green Town Council. In 2021 the group will be making our first attempts at monitoring wildlife in the park.

The charity Project Agora was wound up in 2019 and, as a result, Friends of Emersons Green Park has become an association in its own right with a strong, eight-member management committee.

2. South Gloucestershire Council Responsibilities.

South Gloucestershire Council continue to be responsible for all their statutory and other obligations prior to this agreement including the following as stated in the previous agreement relating to the orchard:

1. Provision and maintenance of boundary fencing (where it is not the responsibility of an adjacent landowner)
2. Relationships with adjacent land and property owners, other than when the Group undertake specific work on the boundary..
3. Major tree work, i.e. that which requires the employment of a certified tree surgeon.
4. Maintain access to the area as a public open space.

3. The Group Responsibilities.

In association with the orchard area, in particular, the group commits to the following:

1. Working practices: the Group will only use manual tools; step ladders with a minimum of two people present; and to a working height safely reached from the step ladders, excepting that power tools may be used where the user has been trained by South Gloucestershire approved courses and holds the appropriate certificate.
2. Maintaining public access: as far as practically possible all footpaths (marked on the map) should be kept free of obstruction while work is being carried out. This will involve the use of a person not undertaking the task(s) to stay by the work area to warn visitors and/or clear warning signs, with advice on the alternative path, when work is underway which inevitably obstructs a footpath.
3. Authorised actions: the Group are authorised to remove saplings, prune trees and remove undergrowth; and plant new trees in locations they consider suitable.
4. Maintaining and enhancing biodiversity: this will be done by not disturbing birds at nesting times and operating within the guidelines of the Wildlife and Countryside Act 1981 (amended 1991); leaving a proportion of cut and fallen wood to rot in situ; leaving areas of undergrowth uncleared; providing nesting boxes for birds, mammals and insects as appropriate; and removing alien species, and disposing of them appropriately..
5. Disposal and removal of material: such material arising through being cut will be dealt with in the following ways as decided by the Group: leaving material to rot; removal for use as fuel, for horticultural use or for disposal at the County Council's Civic Amenity Site at Mangotsfield. Material arising from natural falls may also be dealt with in a similar way by the Group, where this can be safely done.
7. Seeking wider involvement: the community orchard and the actions of the Group provide an opportunity for people generally and young people in particular to acquire knowledge, understanding and skills. Every opportunity will be taken to advance this aspiration.
8. Communications: it is important that local residents and visitors to the community orchard are kept informed about the existence of the Group and its activities. This will be primarily by means of the blogsite Friends of Emersons Green Park that is already established, but physical signing may also be established by agreement with South Gloucestershire Council.
9. Events: these are at the discretion of the Group, subject to respect for the biodiversity of the site.

10. Insurance for the activities concerning the orchard will be the responsibility of Friends of Emersons Green Park, not South Gloucestershire Council.

Appendix 2: Licence to maintain willow village in Emerson's Green Park

Open Space Act 1906 - Section 10

LICENCE TO MAINTAIN 1 PLANT IN OPEN SPACE

THIS AGREEMENT is made the Sixteenth day of February Two Thousand and Twenty Three between South Gloucestershire Council ("the Council") and the Friends of Emersons Green Park ("The Licensee") in relation to Emersons Green Park ("the Premises")

1 The Licensee has applied to the Council for a licence ("the Licence") to maintain an area of the Premises forming part of the highway or open space ("the land") referred to in the Schedule hereto (such verge being shown on the plan(s) annexed hereto) and the willow structure and shrubs, plants or grass referred to in the said plan(s).

2. In consideration of the following covenants on behalf of the Licensee the Council as authority pursuant to Open Space Act 1906 agrees to grant the licence upon the following terms and subject to the following conditions.

3. The Licensee covenants:-

3.1 To give notice to the Statutory Undertakers before any works are commenced pursuant to the Licence and to comply fully and effectually with any requirements which they may specify for the protection of their apparatus.

3.2 To ensure that every willow structure, shrubs, plants or grass to which this Licence relates shall be installed and maintained at his sole expense and shall be managed at all times during the continuance of the Licence and that no such willow structure, shrubs, plants or grass shall be allowed to obstruct or interfere in any way with or become a source of danger to passage along the highway.

3.3 To indemnify the Council from and against all proceedings costs claims or damage's arising out of injury or damaged caused to any person or the property of any person by anything done in the exercise of the Licence.

3.4 Not to dig any holes to a greater depth than 1 foot 6 inches (0.45 metres) in connection with the Licence.

3.5 Not to allow any willow structure, shrubs, plants or grass installed under the Licence to remain in such a situation as to hinder the reasonable use of the open space by any person entitled to the use thereof or so as to be a nuisance or injurious to the owner or the occupier of premises adjacent to the open space or to cause damage or danger to the Statutory Undertakers the Council or their installations, in this respect of minimum width of 6ft (2m) must be kept free of planting.

3.6 Not to erect any fence or barrier of any kind along any boundary of the land to which the Licence relates.

3.7 Not to remove any soil from the open space to which this Licence relates or otherwise do anything which would interfere with the support given to the rest of the land.

4. If it appears to the Council that any willow structure, shrubs, plants or grass to which the Licence relates is or is likely to obstruct or interfere in any way with or to become a source of damage or danger to passage along the open space or to the Statutory Undertakers or Authority installations then the Council may without notice

to the Licensee alter or remove such shrubs, plants or grass as it shall think fit the cost of such work being charged to the Licensee.

5. Persons authorised by the Council or Statutory Undertakers may at all times enter the part of the land to which the Licence relates without notice to the Licensee in order to carry out works for the purposes of the open space or the undertaking in question.
6. The Licence is granted solely to the Licensee as occupier of the premises and shall not at any time be assigned unless agreed in writing with the Council's representative.

7. This Licence shall remain in force until:-

- 7.1 It is terminated by the Council on:

- (a) 7 days notice in the event of a contravention of any of the terms of the Licence, or
- (b) 3 months notice if the Council consider it necessary for the purpose of the exercise of their functions as an authority.

- 7.2 When the Licensee ceases to occupy the premises at which time the Licensee shall within one month give notice of such fact to the Council.

- 7.3 By surrender of the Licence on giving the Council [31 months notice.

8. If at any time the Licence ceases in accordance with clause 7 above the Licensee shall if required to do so by the Council at his own expense within such time as specified by the Council remove such willow structure, shrubs, plants or grass or such of them as the Council may specify and if so required by the Council to reinstate the land.

9. The Licensee shall pay to the Council forthwith the sum of E Nil towards the Council's reasonable expenses incurred in connection with the grant of the Licence and thereafter the sum off Nil payable on each anniversary of the date of the Licence towards the Council's reasonable costs in administering the Licence.

1 0. The Licensee shall be responsible for keeping records of maintenance and inspection of the willow structures, shrubs, plants or grass, and shall send these to the Council for archiving.

1 1 The Licensee shall erect signage adjacent to the willow structures, shrubs, plants or grass to notify the public of the persons to contact in case of any issues relating from the shrubs, plants or grass.

THE SCHEDULE

Location: Emersons Green Park

What is being given permission for: Three willow domes and a willow fence, which connects the willow domes; wildflower planting.

Planting Licence Reference: 83/211

Approved by Kirsty Newberry, Streetcare Officer — managed through Open Spaces

Team

C.A. Sunderland

SIGNED

[please insert signature here]

for and on behalf of the Licensee

— OF EMERSONS GREEN PARK

[please insert name/ role/ organisation]

SIGNED

K. Newberry

for and on behalf of the Council

Kirsty Newberry

Open Spaces Volunteer Groups Support Officer

Community Spaces Team Department of Place

LOCATION

(area marked in red)

