

Offaly Playground Strategy 2022



Adopted by Community, Culture & Emergency Services SPC 25th February 2022

Adopted by Offaly County Council

25th April 2022

Table of Contents

Section 1: Context

- Introduction
- Background
- Smoking in playgrounds

Section 2: Supports for Community Playgrounds

1. Supports provided by Offaly County Council
2. Sources of Funding
 - a. LEADER funding
 - b. Department of Children, Equality, Disability, Integration and Youth
 - c. Local Fundraising
 - d. Sports Capital Grant
 - e. General Municipal Allocation (GMA) Grants
3. Fundraising issues

Section 3: Breakdown of Playgrounds in Offaly

List of playgrounds in Offaly in 2022

Section 4: Inspection, Maintenance & Repair Procedures

Section 5: Key Recommendations of this Strategy

1. Central Monitoring Structure
2. New Playground facilities
3. Maintenance and repair of OCC owned playground facilities
4. Maintenance and repair of Community owned playground facilities
5. Monitoring and Review of performance
6. Maintenance Budget and funding

APPENDICES

1. Sample Playground License Agreement
2. Inspection and Maintenance Procedures – Responsibilities
3. Sample Playground Weekly Inspection Form
4. Sample Playground Management Plan

Section 1. Context

Introduction

The purpose of the Offaly Playground Strategy is to: -

- i) Bring a transparent uniform approach to the management and maintenance of playgrounds owned by Offaly County Council
- ii) Outline the supports and funding which are available for existing and proposed Community playgrounds

Background

Article 31 of The UN Convention on the Rights of the Child (1989), states:

‘The child has the right to rest and to engage in leisure, to engage in play and recreational activities appropriate to the age of the child and to participate freely in cultural life and the arts’.

The Irish Government ratified this UN Convention in 1992. The National Children’s Strategy (2002) highlighted the importance of play and recreation in Objective D:

“Children will have access to play, sport, recreation and cultural activities to enrich their experience of childhood”.

‘Ready, Steady, Play! – The National Play Policy’ (2004) and *‘Teenspace: A National Recreation policy’* (2007) emphasises the important of play and play facilities and provide a framework and strategy for future development of recreational facilities.

Action 2.3 of the Local and Community Development section of the Offaly Local Economic & Community Plan 2016-2021 (LECP) includes the action to “Prioritise new community play areas for development”.

Smoking in playgrounds

All existing playgrounds and any new playgrounds must display ‘No Smoking’ signs and endorse a smoke free policy in the children’s playground. This is a condition for access to public funding.

Section 2. Supports for Community Playgrounds

1. Supports provided by Offaly County Council

Responsibility for the management and maintenance of each Community Playground rests with the management committee of that community playground. It is recognised that a number of community playgrounds have had difficulty in managing and maintaining their playground as committee members have dropped out when their children have outgrown the playground.

In recognition of these difficulties, a number of supports are proposed by Offaly County Council to assist community playground committees with their responsibilities.

- A. Offaly County Council will encourage and support funding applications from existing playground committees who are having difficulties in maintaining their playground. The Community Enhancement Programme is managed by Offaly LCDC. Consideration will be given to ring-fencing a portion of the annual allocation received under the Community Enhancement Programme specifically for the use of community playgrounds.
- B. Playground committees who agree to implement the terms of a license agreement with Offaly County Council (see Appendix 1) will have their insurance costs covered through the Council's insurers. Insurance costs account for a significant element of the costs associated with playgrounds.
- C. Community playgrounds may arrange for their their bagged litter to be collected and disposed of on a regular basis by agreement with the local Litter Warden – see item 9 in Playground Management Plan.
- D. Offaly County Council will arrange for a ROSPA inspection to be carried out on each community playground in the county on an annual basis with a copy of the inspection report provided to the playground committee.
- E. Offaly County Council will agree to cover the cost of a ROSPA training course for members of community playgrounds.
- F. Offaly County Council will investigate the possibility of mini compost sites in/near playgrounds which could take on site grass cuttings, leaves, coffee cups etc. and help teach local children about recycling/composting/climate action etc.
- G. Offaly County Council will work in partnership with community groups who wish to develop playground facilities in their area. Priority will be given to playground proposals which are brought forward by playground committees which are already part of an existing sustainable community structure and which comply with considerations outlined in Recommendation 2 below.

All new playgrounds/LEADER playground applications must have agreement from Dept of Social Protection that a CE or TÚS scheme will be in place to maintain the playground. Agreement can be for the playground group to share the CE/TÚS worker with an existing Tidy Towns group for the area.

2. Sources of Funding

- a. LEADER funding
- b. Department of Children, Equality, Disability, Integration and Youth
- c. Local Fundraising
- d. Sports Capital Grant
- e. General Municipal Allocation (GMA) Grants

a) LEADER Funding

The Transitional LEADER Programme for Offaly has been approved by the Department of Rural and Community Development. A total of just over €2.3 million over 2 years has been assigned to County Offaly under this programme as an interim measure.

Where it is identified as a priority of the Transitional LEADER Programme, some funding may be assigned to the additional development of playgrounds but the funds will not be as significant as under the previous programme due to other competing demands and the direction of the new programme. However, it must be recognised that there will be an on-going burden and cost of maintenance and repair once the capital infrastructure has been installed. Currently (2022) approved playground developments qualify for the grant rate of 75% of costs, to a maximum of € 58,881.73.

b) Department of Children, Equality, Disability, Integration and Youth (DCEDIY)

The Capital Grant Funding Scheme for Play and Recreation is funded through the Department of Children, Equality, Disability, Integration and Youth and a maximum fund of €20,000 per local authority is generally available on an annual basis. Funding is available for both Council owned and community owned playgrounds, but the application must be facilitated by the local authority. Matching funding/resources of 25% are also required to be provided by the Council. In 2020 Offaly County Council was allocated €13,125 under this scheme, and €13,512 in 2021.

c) Local Fundraising

Community playgrounds can be partially or fully funded by local fundraising. Local fundraising can take various forms and can also involve donations from companies and organisations.

d) Sports Capital Grant

The Sports Capital Programme (SCP) is managed by the Department of Transport, Tourism and Sport and provides grants to assist in the development of sports facilities and the provision of sports equipment throughout the country. Sports Capital can only be used to fund MUGAs, skate parks and older adult outdoor gyms. Sports Capital funding cannot be used to fund the building of standard children's playgrounds.

e) General Municipal Allocation (GMA) Grants

Each Municipal District also provides GMA grants annually towards small scale development and upgrade of facilities and equipment.

3. Fundraising Issues

Fundraising for on-going maintenance of operational playgrounds is as an issue with all ownership models. A local community may feel that they are being burdened by the cost of playgrounds, even though the playground services a larger area and visitors alike. It is the sustainability of these committees in the long-term which may put the viability of the playgrounds at risk.

Likewise, a Council's resources (financial and personnel) are not infinite; given the other significant demands made of it. In addition, the more numerous the playgrounds, the greater the funding challenges for local government and both of these issues need to be addressed in any new model.

Section 3: Breakdown of Playgrounds in Offaly:

Management/Maintenance of Playgrounds by Municipal District

Breakdown of Management/Maintenance of Playgrounds by MD			
Municipal District	Total	OCC Managed/ Maintained	Community Managed/ Maintained
Birr MD	16	9	7
Tullamore MD	8	6	2
Edenderry MD	8	4	4
Total	32	19	13

List of Playgrounds, MUGA's, Adult Fitness facilities in Offaly

	Location / Address	Facility	Year of Construction	Management / Maintenance
BIRR MUNICIPAL DISTRICT				
1	Birr – Wilmer Road	Children's playground	2005	OCC built and managed
2	Birr – Camcor Park	Older Persons Facility	2011	OCC built and managed
3	Birr - McAuley Drive	MUGA	2006	OCC built and managed
4	Ferbane – Main Street	Children's playground	2008	OCC built and managed
5	Banagher – The Marina	Children's playground	2008	OCC built and managed
6	Crinkle – Grove St	MUGA	2011	OCC built and managed
7	Crinkle – Grove St	Children's playground	2011	OCC built and managed
8	Shannon Harbour	Children's playground	2008	OCC built and managed
9	Birr – Roscrea Rd.	Skate park	2011	Community built, taken in charge by OCC

	Location / Address	Facility	Year of Construction	Management / Maintenance
BIRR MUNICIPAL DISTRICT				
10	Moneygall - Elderberry Drive	MUGA	2014	OCC built and Community Managed
11	Shinrone – The Green, Main Street	Children's playground	2010	Community built and managed by Shinrone Playground Committee (Not OCC land)
12	Shannonbridge – Main Street	Children's playground	2010	Community built and managed by Shannonbridge Renewal Ltd.
13	Kilcormac – Town Park	Children's playground	2010	Community built and managed by Kilcormac Community Playground Group
14	Moneygall Elderberry Drive	Children's playground	2013	Community built and managed by Moneygall Development Assoc
15	Cloghan	Children's playground	2019	Community built and managed by Cloghan Community Playground Committee

16	Kinnitty	Children's playground	2013	Community built and managed by Kinnitty Playground Committee
----	----------	-----------------------	------	--

TULLAMORE MUNICIPAL DISTRICT

17	Tullamore – Lloyd Park	Children's playground in 20 acre town park, swings, slides, climbing frames and a zip-wire, skate park and bowling green, water feature, fitness zone	2005	OCC built and managed
18	Tullamore – Connolly's	Children's playground		OCC built and managed
19	Tullamore – Kilbrook	Children's playground		OCC built and managed
20	Tullamore- Whitehall	Children's playground		OCC built and managed
21	Erry Mill –Clara	Children's playground	2005	OCC built and managed
22	Rahan – College View	MUGA	2011	OCC built and managed
23	Clara	Children's playground	2013	Community built and managed by Clara & District Rec. Assoc. Ltd.
24	Ballinamere Community Playground	Children's playground	2021	Community built and managed by Ballinamere Playground

	Location / Address	Facility	Year of Construction	Management / Maintenance
--	--------------------	----------	----------------------	--------------------------

EDENDERRY MUNICIPAL DISTRICT

25	Edenderry – Churchview Heights	MUGA	2011	OCC built and managed
26	Portarlinton – St. Joseph's Terrace	MUGA	2011	OCC built and managed
27	Edenderry Skate Park	Skate Park	Q2 2022	Community built, transferred to OCC 2022
28	Cloneygowan Village Green	Children's Playground	Q2 2022	OCC built and managed
29	Edenderry – Granary Park	Children's playground	2011	Community built and managed by Edenderry Community Group
30	Rhode	Children's playground	2013	Community built and managed by Rhode Parish Playground Project
31	Daingean (Molesworth)	Children's playground	2014	Community built and managed by Molesworth Bridge Playground Ltd
32	Geashill	Children's playground	2021	Community built, managed by Geashill Community Playground on parish owned lands leased to OCC. OCC leased lands to GCP

Section 4: Inspection, Maintenance and Repair Procedures

The maintenance of playgrounds is the responsibility of either the Council or the community depending on ownership. Council owned or managed playgrounds should be inspected weekly by a designated staff member in the relevant Municipal District and issues reported to the Area Engineer for his/her attention.

It is a condition of the Council's insurance company, Irish Public Bodies (IPB) insurance, that playgrounds within its ownership (or where it has been agreed with the community that the Council cover the insurance of the community owned facility) are inspected weekly and are incorporated into the weekly routine of Council staff.

Following an inspection by Council staff if there is a need for maintenance/repair, the following occurs:

- Area office staff carry out minor repairs on playgrounds
- If the maintenance required is more specialised, then a local playground company is contacted to carry out the repairs.

Insurance Cover

The provision of adequate insurance cover is a key requirement for both Council and community owned facilities. The criteria laid down by the Council's insurer are outlined below.

Extract from Public & Products Liability Policy Document (IPB Insurance)

14. Playgrounds/Play Centres/Skateboard Parks /Bike Parks and Multi-Use Game Areas

It is a condition of the Policy that where the Insured is responsible for the maintenance and upkeep of the above facilities and/or the equipment therein;

(a) weekly Routine Inspections of each facility be carried out by a responsible party on behalf of the Insured and records of such inspections be retained

(b) every three months, a Detailed Inspection of each facility is carried out by either

(i) suitably qualified Employee or

(ii) suitably qualified third-party contractors

and records of such inspections be available, setting out the date of inspection, name and qualifications of the person carrying out the inspection and the action taken

(c) all defective or dangerous equipment is immediately removed and not reinstated unless satisfactorily repaired.

For the purpose of this Condition

Routine Inspection shall mean a visual inspection of all equipment and surfaces and perimeter fencing or walls

Detailed Inspection shall mean

(i) a visual inspection of all equipment and surfaces and perimeter fencing and walls

(ii) a physical inspection of all equipment designed to be climbed upon or which has any moving parts including the adequacy of any fittings such as hinges, bolts, screws, chains, ropes etc.

The conditions of insurance must be met by the County Council in order to ensure that the insurance of playgrounds is valid, should a claim arise. Note that the following bodies must be indemnified as a requirement of all LEADER funded projects as per the Operating Rules and the Letter of Offer issued to all parties:

The Minister and Department of Rural and Community Development, The European Commission, Offaly Local Development Company, Offaly County Council and Offaly LCDC

The playground group must submit documentary proof of this indemnity to finalise the claim which will enable them to receive the grant aid awarded to the project. The claim cannot proceed for payment without this.

Insurance Costs

Insurance costs are usually met by the Council where the playground is owned by the Council and/or where there is a license agreement in place with the Council for a community operated facility. Community playgrounds that do not have a license agreement generally pay for the insurance of the playground themselves and this can be generated through fundraising. Where the Council is responsible for insuring the playground, the requirements of IPB must be met in full.

Proposed Procedures for New Playgrounds in Offaly

Future developments where public funds are used will be based on where the need for a playground is greatest. A more consistent approach to maintenance procedures for existing and newly developed playgrounds is also being proposed.

The siting of new playgrounds needs to be given careful consideration to ensure that they comply with passive oversight, child protection and anti-social behaviour concerns. Any new playground must be in an area which is clearly open, accessible and welcoming to the broader public and identified as available to all residents and visitors within the environs of that settlement.

Should public funds become available, the following criteria will be used to assist in prioritising applications made to include the following criteria:

- Areas with highest youth population
- Areas with greatest proportion of youth per head of population
- Areas with no infrastructure
- Areas where current infrastructure is inadequate in context of its location
- Existence of a suitable community structure to deliver the project and manage same
- Level of readiness of the application (ownership/permissions/Agreement, etc.)
- Level of funding raised by the community
- Recognition of community capacity
- Existence within a Clár area
- Level of deprivation
- Proximity of the proposed playground to existing playground facilities

Section 5: Key Recommendations

Recommendation 1: Central Monitoring Structure

To ensure consistency of approach across the county it is proposed that:

- Roads Section will be responsible for the operational and co-ordinating role of day to day management of playgrounds. The inspection and repair of playground facilities will remain the responsibility of Roads Section and the relevant Municipal Districts.
- Community Section will monitor implementation of this strategy on behalf of the Management Team and will report annually to the Community, Cultural & Emergency Services SPC.
- This strategy will be reviewed by the Community, Cultural & Emergency Services SPC after being in operation for 3 years.
- The Playground revenue budget will move from Housing Section to Roads Section.

Recommendation 2: New Playground Facilities

Future new playgrounds which are to be the recipient of public funds, will be expected to be undertaken on a partnership arrangement basis between the community and the Council. Priority will be given to playground proposals which are brought forward by playground committees which are already part of an existing sustainable community structure and which comply with the following new procedures: -

1. The community group will be fully involved in the establishment, design, operation and maintenance of the Playground facility
2. Clarity will be provided as to the role and responsibilities of each of the partner's in the process through a formal arrangement, including from the **Community's perspective**: -
 - a. Agreement by the Community to enter into an insurance license agreement with the Council
 - b. Agreement by the Community to raise match capital funds where necessary
 - c. Agreement by the Community to host an annual maintenance fund raising function which will assist in contributing towards the cost of maintaining same /replacement of defective play equipment.
 - d. Agreement by the Community to actively manage the playground and to carry out weekly inspections to ensure the playground is kept in a safe, clean condition. Funding for new community playgrounds will only be provided where there is an agreement in place for the provision of an ongoing RSS/CE worker to carry out inspections, remove litter and report items of disrepair.
 - e. Agreement by the Community to respect the decision of the Council to close off or remove key pieces of defective play infrastructure or close the playground in its entirety if there are significant health and safety concerns
 - f. Agreement by the community to sustain a robust playground committee

And including from the **Council's perspective**: -

- g. Agreement by the Council to cover the cost of the insurance where a license agreement is in place
- h. Agreement by the Council to follow guidelines/Best Practice for playground inspection and operation
- i. Agreement by the Council to meet the requirements of our insurers in the development and management of the facility

Recommendation No. 3: Maintenance Procedures for Existing Council Owned Playground facilities

All Council owned playgrounds will continue to be inspected, maintained, funded and insured by the Council and inspections and maintenance will align with the requirements of IPB.

The inspection and maintenance of all playgrounds will be based on the best practice inspection model. Key to this model is the appointment of a coordinator at Municipal District level, whose role is to ensure that playgrounds are being inspected and maintained, based on completed inspection reports submitted by the designated inspection staff member/s.

The following model will be developed in each Municipal District as follows:

- A Coordinator (to be identified by the Municipal District) will be assigned responsibility for playgrounds in the municipal district area
- Inspections are carried out by an MD staff member, who is trained to carry out these inspections. (This involves a one-day training course with a relevant company). This certificate of training must be renewed every 3 years
- Each week, inspection reports are submitted to the relevant coordinator in the Municipal District. The coordinator must be satisfied with these reports and sign off on same
- Complaints from the general public are directed to the coordinator, who contacts the relevant MD staff member for follow-up
- A more in-depth quarterly and annual inspection will also be carried out. This is a more detailed inspection (2-day training is required for this - 1 day in addition to the original 1-day training mentioned above).

It is also advised that 1 detailed inspection of a playground be carried out by an outside company each year (for example, ROSPA which will act as a benchmark for all other sites).

Recommendation No 4: Maintenance Procedures for Existing Community owned Facilities

Responsibility for maintenance and repair of community playgrounds will remain with the community playground committee. Existing community owned playgrounds may enter into a license agreement with the Council (once the Council is satisfied that the playground is in order). The playground will remain in the ownership of the playground committee and the license will outline that insurance provided is subject to the Group complying with a number of conditions, for example:

- To be responsible for the management and the control of the playground.
- To permit the Council to carry out inspections.
- To carry out any works required on receipt of written notice from the Council.
- To carry out a weekly inspection of the playground and maintain a record of these inspections.
- Ensure that the playground is kept clean and free from litter.
- Ensure that there are no dangers or hazards and if such arise to remove them immediately.
- Immediately secure any defective or broken equipment.
- Attend for any training provided by Offaly County Council in relation to playground inspections.

Recommendation No 5: Monitoring and Reviewing Mechanism

- Roads section will monitor compliance by community playgrounds with the terms of the Playground Licence Agreement. The license agreement obliges community playgrounds to carry out a number of actions including the need to carry out a weekly inspection of the playground and maintain a record of these inspections.
- The Community and Culture Section will take responsibility for annually reviewing the implementation of this playground Strategy
- The Community and Culture Section will collate an annual report based on reports received from the Municipal Districts. This annual report will be presented each year for the Management Team and the SPC for Community, Culture & Emergency Services to consider.
- Internal audits will be carried out on a regular basis and this information will feed into the above review process

Recommendation No. 6: Maintenance Funding

The budget available in 2022 for maintenance of playgrounds owned by Offaly County Council is outlined below. Municipal Districts also incur significant staff costs for time spent inspecting, cleaning and managing playgrounds which is not reflected in these budgets.

Code	Amount	Comment
F0302002	€40,000	This is the main Playground Repair and Renewal code. Currently managed by Housing Section. To move to Roads Section.
	€12,000	Maintenance of Wilmer Road Playground, Birr. The two busiest playgrounds in the county are Wilmer Rd, Birr and Lloyd Park, Tullamore. The playground in Lloyd Park in Tullamore is maintained from a code for the whole park.
06196003	€13,000 approx. - varies	Local Authorities Play and Recreation grant provided by DCEDIY which funds the refurbishment and development of playgrounds and play areas. Terms may vary slightly from year to year. Offaly allocation of €13,125 in 2020 and €13,512 in 2021. A funding submission is collated by Roads Section and applied for by Offaly Sports Partnership. 25% matched funding requirement from relevant MD.

1. The level of Revenue budget available for playground maintenance/repair needs to be reviewed annually. It is estimated that c. €3,000 per playground is needed per annum at a minimum.
2. Each Municipal District is responsible for accessing/supporting access to the DCEDIY annual capital playground fund – The Community and Culture Section will collate submissions on behalf of the MD and submit to the relevant authority on behalf of the Council.

All Council staff that inspect playgrounds must be provided with relevant training, and a trained 'stand in' employee must be available during the absences of regular staff. This is the responsibility of the MD appointed co-ordinator.

- The Community and Culture Section will take responsibility for assisting in the setting up of playground committees and ensuring that they are part of a larger more robust community structure and have the appropriate governance structures in place.
- The Community and Culture Section will arrange for a section of the Council website to include a page listing all playgrounds in the county on a map and table format.

APPENDICES

APPENDIX 1. Sample Playground License Agreement



PLAYGROUND LICENSE AGREEMENT FORM

THIS AGREEMENT made the day of between Offaly County Council having its office at Aras an Chontae, Charleville Road, Tullamore in the County of Offaly (hereinafter called “the Council”) of the One Part and having an address at (hereinafter called the Land Owner) of the Other Part.

(A) WHEREAS

1. The Land Owner is owner / leaseholder of certain lands situated in in and County of Offaly delineated in red on the map attached hereto and upon which a community playground will be developed / constructed by the landowner, (hereinafter called “the Playground”).
2. The Council has agreed with the Land Owner that the lands will be developed as a playground and the Council and the Land Owner has agreed to execute this Agreement for the purposes of:
 - a) Defining the nature and extent of the relationship between the Council and the Land Owner.

(B) IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

1. For the consideration hereinafter specified the Council hereby agrees to provide Public Liability and Employers Liability insurance cover in respect of the community playground subject to the normal terms, conditions and exceptions of the Councils Public Liability and Employers Liability policies.
2. It is expressly agreed between the parties hereto that the Land Owner is not entitled to exclusive possession of the Playground and the Council, its Servants and Agents shall at all times have a right to enter into and to occupy the Playground.
3. The parties specifically acknowledge that this agreement does not in any way create a relationship of landlord and tenant and nothing herein shall contain, shall create or shall be constructed to create a tenancy.
4. The equipment provided / to be provided by the Land Owner is specified in the Second Schedule hereto. This is not an exhaustive list and may be added to by the Council or the Land Owner during the term hereof. The Land Owner shall keep the equipment in good order and condition.
5. It is hereby agreed that the play equipment provided at the commencement of this Agreement are in good order and condition.

6. It is hereby agreed that the Council may at any time, without notice enter the playground to remove, or secure from use, any defective equipment.

(C) IN CONSIDERATION of the provision of insurance cover, funding and site by the Council the Land Owner covenants as follows:

1. To maintain and service any equipment brought into the Playground and to produce contracts for the maintenance or servicing of the said equipment and from time to time produce on request receipts for payments due under service or maintenance agreements.
2. To be responsible for the management and control of the Playground and to ensure that use by the Land Owner or its Invites creates no reasonable ground of offence or embarrassment to the Council.
3. Maintain the Playground in good order and repair and to make good any damage arising from or in connection with the use of the Playground.
4. To permit the Council by its officers or representatives appointed for that purpose to enter into the Playground and carry out periodic inspections as they in their absolute discretion may deem necessary and on receiving written notice from the Council of any defect or want of repair to promptly carry out at the satisfaction of the Council all works necessary to remedy such defect or want of repair.
5. To pay and discharge all existing and future taxes, duties, charges, assessments and positions and outgoings whatsoever which are now or may at any time hereafter be assessed or charged in respect of the Playground.
6. The Playground will be inspected weekly by a designated, competent member of the Land Owner and records of these inspections will be kept and maintained by the Land Owner. A report of these inspections will be forwarded to Offaly County Council on the 1st of each month in a format to be agreed between Offaly County Council and the Land Owner.
7. The Land Owner must ensure that the Playground is kept clean and free from litter and loose rubbish of any kind. All waste must be disposed of weekly and must not be allowed to accumulate.
8. The Land Owner will be responsible for the collection and disposal of all refuse and waste arising from the use of the Playground.
9. The Land Owner may not dispose of any waste or rubbish at the Playground by burning same.
10. The Land Owner must ensure that there are no dangers or hazards at the playground and any dangers or hazards which become evident from the weekly inspection must be removed immediately from the Playground.
11. The Land Owner must ensure that any defective or broken equipment will be immediately secured from further use or removed from the playground.
12. The Council will be immediately notified by telephone and in writing of the existence of any defective or broken equipment at the Playground.

13. The Land Owner shall observe and comply with rules, regulations and requirements and byelaws of the Council or any other Local Authority and the requirements of any Act of Parliament or Statutory Instrument in respect of the user of the Playground and will comply with all rules and regulations made from time to time made by the Council.
14. The Land Owner agrees not to undertake or do or cause or permit to be done any act or thing on or near the Playground which may be or become a nuisance or inconvenience or cause damage or annoyance to the Council or other persons, or which may infringe any Statutory provision, order or regulation from time to time in force.
15. The Land Owner agrees to make its Members available for any training organised by the Council with the view to ensuring the competency of any designated competent member of the Landowner to undertake inspections under Section 6 above.

(D) THE COUNCIL HEREBY COVENANTS as follows:

1. To effect and keep in force during the continuance of this Agreement such Public Liability (and if applicable) Employers Liability policy or other policies of Insurance in relation to the Playground as may be necessary to cover the Council and the Land Owner against any claim arising out of or in foot of Public Liability or Employers Liability and to ensure that the Land Owner is indemnified by the Insurers in the same manner as the Council subject to the normal terms, conditions and exceptions of the relevant policies.

- (E) 1. PROVIDED** all this is hereby further agreed if the Land Owner should fail to carry out any of its responsibilities in accordance with this Agreement then the Council shall be at liberty to terminate this Agreement with immediate effect. Without Prejudice to the generality of the foregoing if the Land Owner shall fail to provide and maintain adequate safety records the Council may forthwith (or any time thereafter) terminate this Agreement without prejudice to the rights of the Council in respect of any subsisting breach of Covenant.
2. This Agreement shall remain in force for the Term unless terminated pursuant to above clause 1 provided however that the Council may terminate this Agreement by giving the Land Owner three months' notice in writing of their intention to so terminate. Such notice shall be served on the Land Owner at its address by Registered Post upon expiration of any such notice the License shall be deemed to have ended.
 3. Nothing in this Agreement shall be deemed to constitute any warranty by the Council that the Playground or any parts thereof are authorised under the Planning Acts or otherwise for any specific purpose.
 4. This Agreement is personal to the Land Owner which shall not be entitled to assign, charge or mortgage this Agreement or any benefit under it either in whole or in part, or otherwise dispose of this Agreement or grant any sub Agreement.
 5. The construction, validity and performance of this Agreement shall be governed in all respects by the laws of Ireland. In the event of any dispute or disagreement between the parties, the matter in dispute shall be referred to an independent Arbitrator to be nominated by the parties or in default of agreement upon the application of either party to the president for the time being of the Law Society of Ireland. All parties shall submit to the jurisdiction of such Arbitrator and shall comply with all reasonable requests and directions of the Arbitrator and the Arbitration Act 1954 and 1980 (as modified and amended by any statute for the time being enforced) shall apply to such Arbitration.

FIRST SCHEDULE

1. The commencement date is _____
2. The term is 20 years
3. The License Fee is €10

SECOND SCHEDULE

(List of Equipment)

PRESENT when the seal of
OFFALY COUNTY COUNCIL

Which seal was authenticated by: -

Nominated Employee for the purpose
of authenticating the seal

PRESENT when the common seal of the
Land Owner was affixed hereto

OR

SIGNED SEALED AND DELIVERED

On behalf of the Land Owner: -

Secretary

Director or Chairperson

APPENDIX 2. Inspection and Maintenance Procedures – Responsibilities

The policy in relation to maintenance involves the following:

1. The Council will implement a maintenance regime in all Municipal Districts with standardised reporting structures and reporting sheets
2. The Council will have responsibility for weekly inspections by trained personnel, the filling of inspection reports, repairing and maintenance of playground equipment
3. A playground coordinator will be identified in each municipal district area, to ensure that playgrounds are inspected, that maintenance is carried out and that issues relating to playgrounds are reported back to Municipal District level
4. Where a playground is in the ownership of a playground committee or other community organization, a license agreement will be provided outlining the role of both the Council and the committee
5. Committees will be responsible for keeping community playgrounds litter free and any other daily routine maintenance measures
6. All staff will be trained in a more detailed inspection reporting procedure
7. A company will be appointed to carry out an independent yearly inspection of playground – the relevant MD will cover the cost of the inspection
8. A ROSPA inspection will be completed annually on each Council owned and managed playground. Inspection reports will be retained centrally in the relevant MD. Community owned playgrounds will arrange their own ROSPA inspection and will submit the inspection report annually to the Senior Engineer in Roads Section.

Role and responsibilities of the Council under maintenance policy

- Carry out weekly inspections
- Include in Council insurance
- Carry out repairs
- A ring fenced fund to be available to assist with the management and maintenance of playgrounds
- Accurate inspection records for each playground to be held in the Municipal District, managed by a Coordinator (to be identified by the Municipal District), with standardised procedures for operational purposes, to be available for internal audits on a yearly basis
- The Community Section will monitor and review all playgrounds on an all-county basis based on approved procedures in conjunction with the Management Team

APPENDIX 3: Playground Daily/Weekly Visual Inspection Form

Site: _____ Date: Time:

Equipment	Checked	Risk Score			Comment
1. (name e.g. flat swings)		Red	Amber	Green	
2.					
3.					
4.					
5.					
6.					
7.					
Cleanliness					
Surfacing					
Tiles					
Wet Pour Rubber					
Loose Fill – woodchip, bark, sand					
Tarmac					
Grass/Safagrass matting					
Other Items					
Gates					
Fencing					
Seats					
Litter Bins					
Signs					
Planting					

Comments

Inspected by: Submitted

Action required:

Action Taken:

Signed: MD Inspector Date:

Signed: Supervisor Date:

APPENDIX 4: Sample Playground Management & Maintenance Plan

XX Community Playground, [Address & Contact Phone Number]

1. ROSPA certification

XX Community Playground Committee (hereafter XXPC) will arrange for an annual inspection of the Playground equipment by a competent qualified person. A ROSPA Certificate will be issued following completion of the project and on each inspection; the results of each inspection will be available for inspection. Any recommendations identified on the inspector's report will be duly acted on as soon as reasonably practicable.

2. List of playground equipment labelled on a clear drawing

A drawing of the Playground scheme is attached in **appendix 1**, together with an annotation of the playground equipment.

3. Company responsible for maintenance and repair of playground equipment

XX Playground Equipment Ltd (the appointed contractor) will be appointed to supply and fit the playground equipment. Should any damage be identified and brought to the attention of XXPC or Offaly County Council it is the policy of XXPC to immediately make the item of equipment unusable, by whatever means possible. Contact will be made with a competent person in the appointed contractor and arrangements made to have the repairs carried out as soon as possible.

Contact details for the appointed contractor are given below should immediate emergency maintenance be required.

XX Ltd., [Address]

Tel: XX

4. Spare Parts Stock management

Spare Parts are available from the appointed contractor [Name]

5. Planned Schedule of Inspections

Weekly inspections of the playground equipment and playground facility will be carried out by an appointed member of XXPC and signed off by committee chairperson monthly.

Sample Weekly Inspection form is attached in **appendix 2**.

6. Storage of Inspection reports

All inspection reports will be maintained in the Community Centre XX. These will be under control of the appointed Playground Officer on the committee.

7. Policy on dealing with vandalism/graffiti

Any act of vandalism and or graffiti will not be tolerated. Those identified as conducting these acts will be immediately reported to the Local Gardaí.

8. Person/Persons/Company responsible for litter picking

Responsibility for litter picking in the Playground will be assigned to the following team/individuals as agreed with the Playground committee and XXPC:

1. XX
2. XX

9. Arrangements to remove litter

Arrangements may be put in place with the Local Offaly County Council Litter Warden for litter picked to be removed from Site. Any litter such as glass, bottles, tins etc... will be brought to the bottle bank for recycling.

10. Management of unsafe items of equipment and or closure of entire playground when deemed unsafe

Any item brought to the attention of XXPC and identified at any time as being unsafe will be immediately taken out of use. The damaged item will be removed from site and the play equipment will be made unusable by whatever means necessary. Immediate contact with the appointed contractor will be made to commence repairs or replacement.

Should the playground be required to be closed completely, a suitable chain and lock will be placed on access gates. Warning signs will be affixed to the gates indicating the nature of the closure. The signs, chains and locks will be kept in XX Community Centre. Offaly County Council will be informed of the closure and an immediate inspection of the facility will be undertaken and remedial works commenced immediately to make the playground safe and usable.

11. Training requirements/register

Training of personnel in management, maintenance and inspections of playgrounds will be ongoing as opportunities arise. The register of those trained will be maintained in the XX Community Centre.

12. Ongoing funding arrangements for maintenance and management

Regular fund raising events will be held by XXPC to fund the upkeep of XX Community Playground. Funds are used for ongoing maintenance and management works.

13. Contact details of members of Playground committee and their role with respect to the playground

Name	Position	Contact Details
	Chairperson	
	Vice-chairperson	
	Secretary	
	Treasurer	
	Treasurer	

Appendix 1

List and diagram/map of playground equipment and location

See ROSPA Inspection for diagram.

List of Equipment

Examples:
Carousel
Slide – Freestanding
Rocker-Seesaw
Rocker – Aeroplane
Rocker – Frog
Play Panels x 2
Talk Tubes x 2
Multiplay Junior
Swing-Toddler -1 Bay 2 seats
Swing-Junior – 1 Bay 2 seats

Appendix 2 - Weekly Inspection Sheet

Weekly Playground Inspection Sheet				
XX Community Playground				
Date of Inspection _____				
No.	Playground Item	Defects Observed	Actions Taken	Checked
1.	Carousel			
2.	Slide – Freestanding			
3.	Rocker-Seesaw			
4.	Rocker – Aeroplane			
5.	Rocker – Frog			
6.	Play Panels x 2			
7.	Talk Tubes x 2			
8.	Multiplay Junior			
9.	Swing-Toddler -1 Bay 2 seats			
10.	Swing-Junior – 1 Bay 2 seats			
<u>Further Actions Recommended:</u> 				

<u>General Comments.</u> (comment on the general tidiness and litter levels encountered on the playground) _____ _____ _____ _____ _____	
Name (Signature): _____	Name (Print): _____
Date: _____	