

HARDWICK PARISH COUNCIL

I hereby give notice that as previously arranged, the Meeting of the Parish Council will be held on
Tuesday 25 October 2016 in the School at 7.45 pm

The Public and Press are cordially invited to be present. The order of business may be varied.

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the meeting as set out below.



Gail Stoehr, Clerk 18/10/16

AGENDA

Open Public Session including reports from the County & District Councillors

1. **To approve apologies for absence**
2. **Declaration of interests**
 - 2.1 To receive declarations of interests from Cllrs on items on the agenda and details of dispensations held
 - 2.2 To receive written requests for dispensation and grant any as appropriate for items on this agenda
3. **To approve the minutes of the last meeting on 27 September 2016**
4. **Matters arising and carried forward from the last or previous meetings for discussion/decision**
 - 4.1 (4.2) Proposal that the Parish Council rescinds part of its decision, made at the August meeting and excludes Cahills Corner as one of the areas to be seeded with the wildflower mix ^(SR, BS, CC)
 - 4.2 To consider the quotations for the seeding of areas around the village with wildflower mix
 - 4.3 (4.3) Grass cutting and village maintenance tenders for 2017 to 2019 – to consider shortlisted tenders and any references received
 - 4.4 (4.4) To consider quotations for cutting the Millennium footpath if received
 - 4.5 (5.1) Village litter including report on village litter pick on 8 October and appointment of Litter Picker
 - 4.6 (5.3) To consider request that the Parish Council rescinds its previous decision of 27.9.16 authorising Cllr Stewart to compose a bid to request funding for footpath improvements between the Church and the Blue Lion ^(CC, BS, SR)
 - 4.7 (7.2) Tree outside 13 Laxton Avenue
 - 4.8 To consider Peter Oakes report and quotation for another tree at junction of Laxton Avenue and Ellison Lane
 - 4.9 (4.4.4 of 23.8.16) Willow tree adjacent to 86 Limes Road – to consider response from resident
5. **To consider any correspondence / communications received**
 - 5.1 Request from the Handyman that the Council opens an account with Ridgeons for his materials
 - 5.2 Resident request for bin in the layby between Hardwick and Toft
 - 5.3 Resident request for 3 new litter bins in Main Street and St Neots Road, and to move bin by skate park
 - 5.4 CCC Flood Questionnaire
 - 5.5 CCC Community Gritting Volunteers
6. **To consider any planning applications and decision notices and tree works applications ***
 - 6.1 Planning applications
 - 6.1.1 S/2304/16/FL – 25 Bramley Way – Demolition of existing garage with the proposal to erect double storey side and rear extension and new front porch
 - 6.1.2 S/2237/16/FL – 175 St Neots Road – Proposed extension to lot 1a Pet Paks, two walls and a pitched roof
 - 6.2 SCDC decision notices – to note
 - 6.3 Tree works applications
7. **Members reports and items for information only unless otherwise stated**
 - 7.1 Report on meeting with Hardwick Happenings ^(SR)
 - 7.2 Circle Anglia site off St Neots Road ^(SR)
 - 7.3 Village Improvement Plan stakeholder consultation ^(SR)

* NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations on <http://plan.scambs.gov.uk/swiftlg/apas/run/wchvarylogin.display>

Hardwick Parish Council meets on the fourth Tuesday in each month except December when the meeting is on the third Tuesday. Meetings are held in the School but occasionally, when the School is closed they are held in the Pavilion. Please check the notice board for the venue which is shown on the agenda for each meeting.

- 7.4 BT Payphone Consultation and proposal that the Parish Council objects to the removal of the BT payphone and purchases the kiosk^(JH)
- 7.5 Proposal that an invitation be extended to Adrian Shepherd and Ashley Heller to give a report on the City Deal, new Park and Ride, and proposed new busway^(PJ)
- 7.6 Neighbourhood Plan update report^(AG)

8. Finance, risk assessment and procedural matters

- 8.1 To consider any quotes for urgent work required because of risk
- 8.2 To receive play areas and skate park inspection reports
- 8.3 To receive the financial report and approve the payment of bills

9. Closure of meeting and items for the next agenda

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CLERK REPORT TO HARDWICK PARISH COUNCIL MEETING ON 25 OCTOBER 2016

Fiona Coulson, Assistant Development Director of Circle Housing Group, will attend to provide an update on the St Neots Road site. She writes:

“I am pleased to be able to report that we have exchanged contracts on the site off St Neots Road and are working up the planning application for submission.

I will let you have the revised layout when it is finalised to put on the website too.”

1. Apologies for absence – Cllr Stewart
2. Declaration of interests – members should declare their interests state why they have an interest, the type of interest held and if they have a dispensation state this and the extent of their dispensation ie to either speak or speak and vote.
3. To approve the minutes of the last meeting on 27 September 2016 (attached)
4. Matters arising
 - 4.1 (4.2) Proposal that the Parish Council rescinds part of its decision, made at the August meeting and excludes Cahills Corner as one of the areas to be seeded with the wildflower mix ^(SR, BS, CC)
 - 4.2 To consider the quotations for the seeding of areas around the village with wildflower mix
 - 4.3 (4.3) Grass cutting and village maintenance tenders for 2017 to 2019 – to consider shortlisted tenders and any references received
References will be brought to the meeting.
 - 4.4 (4.4) To consider quotations for cutting the Millennium footpath if received
 - 4.5 (5.1) Village litter including report on village litter pick on 8 October and appointment of Litter Picker
Deferred at the last meeting.
Ian Giddings has been appointed to the position of litter picker.

Pat Portlock writes ““Thank you to all 17 people who turned up to litter pick.

We managed to cover a good area of the village: St. Neots Road, Cambridge Road, Main Street, the playing field and the skate park and collected 36 bags of rubbish, a child's car seat and also found a sign, in the bushes behind the skate park, which had been removed from Ellison Lane.

I would also like to thank villagers who litter picked the Cambridge end of St Neots road before the 8th.

I will put an article in the Hardwick Happenings, Hardwick website, Hardwick Facebook and contact the clerk to Hardwick Parish Council.

Hopefully, villagers will appreciate a cleaner village and in future think about where they put their rubbish.” See also 5.3.

The Clerk advises the Council that the required risk assessment and details of those who took part etc was not received as required in advance of the event.

- 4.6 (5.3) To consider request that the Parish Council rescinds its previous decision of 27.9.16 authorising Cllr Stewart to compose a bid to request funding for footpath improvements between the Church and the Blue Lion ^(CC, BS, SR)
- 4.7 (7.2) Tree outside 13 Laxton Avenue
Whilst this was an agenda item at the last meeting the Parish Council’s decision “RESOLVED that Peter Oakes should be asked to cut back the tree clear of the highway and make it safe. ^(Prop AG, 2nd PJ, unanimous)” I have been informed by Cllr Gill was about a tree at the junction of Laxton Avenue and Ellison Lane. The resident still requests that the Parish Council attends to the two trees on the green adjacent to her property (to the rear of 13 and 21 Laxton Ave)
- 4.8 To consider Peter Oakes report and quotation for another tree at junction of Laxton Avenue and Ellison Lane
Peter Oakes has written:

“Overgrown tree at junction of Laxton Avenue and Ellison Lane, Hardwick

Further to your letter of 1st October 2016 and carrying out work on the Willow tree beside the road at the above location, I would recommend the following work for safety reasons on this Willow and another one on the opposite side of the green.

The trees were pollarded between 5 and 8 years ago and their crowns are becoming very leggy and liable to shed limbs. They now require re-pollarding.”

The quotation will be brought to the meeting.”

- 4.8 (4.4.4 of 23.8.16) Willow tree adjacent to 86 Limes Road – to consider response from resident
At the meeting the Council decided that the resident could cut the overhanging branches back to the boundary. In response the resident writes:

“There seems to have been a miscommunication. We do not have the ability to cut the branches back ourself as they are 30+ feet up. They require a tree surgeon.

Also, my father had spoken to Mr Tony Gill about them. While the previous couple of years growth does overhang the boundary, our biggest concerns are two large branches which, should they drop (as willow trees do) they will bring down our fence, sheds and greenhouse. Our request was to have these branches cut back so they no longer threaten our property as was done back in 2012.

I look forward to your response.”

5. Correspondence

- 5.1 Request from handyman that the Council opens an account with Ridgeons for any materials required.

- 5.2 Resident request for bin in the layby between Hardwick and Toft, signage

Anne Jones has written:

“I am forwarding this email to you for information, to be discussed at the next Parish Council meeting please. Is it possible to have litter bins in that area and signs encouraging the use of the bins.”

The resident has written:

“Here are two pictures of the by-pass half way down to Toft taken today at lunch time.

The first one shows the by-pass is used as a resting place (the drivers were in their vehicle having a nap). I think that's what it should be; it contributes to road safety and there should be more of these.

The second one shows the state of the by-pass side. It is not fly skipping; it is all food and drink packages; it matches the use / purpose of the by-pass. The cars seen on the first picture are not necessarily involved in this litter; I went to take the pictures because I noticed the litter earlier in the morning.

This site was cleaned by Stuart and I this Saturday; five days later the litter is back, although not as bad as it initially was.

Unless two or three bins are permanently installed and regularly emptied I can see no end in sight to this littering.”

Photographs will be brought to the meeting.

- 5.3 Resident request for 3 new litter bins in Main Street and St Neots Road, and to move bin by skate park

Pat Portlock has written to the Parish Council as follows:

“17 people turned up on Saturday, including Hardwick Parish Councillor Pauline Joslin and I would like to thank all for their support. We collected 36 bags of rubbish, 1 child seat and from behind the bushes by the skate park a street sign for Ellison Lane (this has been left by the social club). Two people had also litter picked the Cambridge end of St Neots road before the 8th as they couldn't make it on the day.

We managed to cover the major roads: St Neots Road, Cambridge Road, Main Street and the playing field. There was a lot of rubbish on St Neots Road at the bus stops opposite the hairdressers down to the A428 roundabout and at the lay bye on Main Street at the Toft end of the village where people had been fly tipping. Also, disposable nappies had been thrown behind the bus stop opposite the hairdressers.

All the rubbish has been left at the playing field car park on Egremont road. I have liaised with South Cambs District Council re the rubbish collection and the return of the litter picking equipment and awaiting to hear from them.

I will put an article in the Hardwick Happenings re the litter pick.

Would it be possible for the Hardwick Parish Council to arrange a litter bin at the lay bye on Main Street, Hardwick (Toft end of the village), the lay bye on St Neots road (near Cambridge Road Junction) and at the bus stop opposite the hairdressers. Thank you.

Near the skate park there is a litter bin covered by brambles. Is the parish council being charged for this? It needs moving to a useful place.

Once again glass was removed from the skate park area. The area could really do with a small street cleaner machine to get up all the glass. The area was swept but its difficult to get all the glass.

We found lots of cigarette ends in front of the social club even though there are ash trays and metal bins. Does the Social club employ someone to sweep the area and remove the cigarette ends?

The other area which was bad was in the bushes behind the skate park where there Is lots of broken glass and aerosol cans which had been set fire to.”

5.4 CCC Flood Questionnaire

CCC have written:

“The Cambridgeshire County Council Flood and Water Team are working with the Environment Agency to develop an understanding of the flood risk awareness in communities across Cambridgeshire.

As the Parish Council are representatives of the community, we thought it best to contact you in order to scope these details. We are interested in this information in order to help us implement a scheme to develop community resilience. This could include, creating Community Flood Action Groups and delivering other such measures with interested parishes. The involvement of the Parish Council is very important to us and your localised knowledge is vital in the development of community resilience to flood risk. With this in mind, it would be very much appreciated if you would take the time to complete the attached questionnaire, perhaps it could be an item for discussion at an upcoming Parish meeting.

There are many parishes within Cambridgeshire that have experienced flooding in the recent past and many of you will recognise the importance of being aware of flood risk within the community. Flood risk awareness is the first step to being prepared for a flooding event, however there are other precautions that can be put in place to increase the preparedness and resilience of the community; Community Flood Action Groups are one such way.

A Community Flood Action Group is a group of local volunteers who focus on improving flood resilience and minimising the effects of flooding within their communities by implementing preparedness measures and sharing information. They represent the community and work in partnership with other authorities (e.g. Councils, Environment Agency, water companies) to highlight issues and work together to resolve them. There are many examples of these groups across the country, and you may already have a group in your community (please share your experiences if so). The National Flood Forum website (nationalfloodforum.org.uk) has many examples of these groups and offers advice on how to develop one. Our aim is to support you in the creation of these groups and working together in the future.

It is important to highlight that this is currently an interest scoping exercise and following submission of questionnaires from Parish Councils, we will be in contact with further details based on your responses. We look forward to hearing your thoughts and are happy to answer any questions that you have.

Kind regards,

Rebecca Roberts
Flood and Water Team
Questionnaire attached.

5.5 CCC Community Gritting Volunteers

We would like to thank the volunteers from your parish took part in our Community Gritting Scheme for 2015-2016. We very much hope they will do so again this year.

Please would existing and new volunteers return a form for 2016-2017 so I may include them in this year's scheme. I need to request this annually ensure our health and safety standards are being met.

If you are a parish or town council looking to join the scheme, please email

highways@cambridgeshire.gov.uk or speak to your local highway officer.

For further information on the scheme please click the link to our web pages:

http://www.cambridgeshire.gov.uk/info/20081/roads_and_pathways/111/gritting_roads_cycleways_and_paths/2

Regards

Catherine Howes

Highways Service

Cambridgeshire County Council

5.6 Planning applications

NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations on

<http://plan.scams.gov.uk/swiftlg/apas/run/wchvarylogin.display>

6.1 Planning applications

6.1.1 S/2304/16/FL – 25 Bramley Way – Demolition of existing garage with the proposal to erect double storey side and rear extension and new front porch

6.1.2 S/2237/16/FL – 175 St Neots Road – Proposed extension to lot 1a Pet Paks, two walls and a pitched roof

6.2 SCDC decision notices

6.2.1 S/2439/16/DC – New Haven, Hall Drive – Discharge of conditions 4 (boundary), 5 (surface water drainage), 6 (traffic management plan) and 8 (noise) of planning permission S/2246/14/FL – permission granted.

6.2.2 S/2205/16/FL – 277 St Neots Road – Proposed loft conversion with dormer windows – Permission granted.

6.2.3 S/2088/16/FL – 32 Meridian Close – Orangery extension at rear – Permission granted.

6.2.4 S/1840/16/FL – 26 Ashmead Drive – Two storey rear extension – Permission granted.

6.2.5 S/1828/16/FL – 37 St Neots Road – Raising the roof to create a second floor – Permission granted.

6.2.6 S/0782/16/FL – 4 Lark Rise – Erection of a single storey garage and covered patio to side and rear of property – Withdrawn.

6.2.7 S/1049/15/FL – Office, 345 St Neots Road – Continued use of yard in connection with civil engineering contractors business including retention of 1 (no) workshop/storage building and 2 (no) stables – Permission granted.

6.3 Tree works applications

None at the time of writing.

7. Members' reports and items for information only unless otherwise stated

7.1 Report on meeting with Hardwick Happenings^(SR)

The Chairman to report.

Jeff Jones has written as follows "You are probably aware that the Hardwick Happenings is to become separated from Hardwick Parish Council and will be run by the editor, Peter Cornwell, the assistant editor, Howard Baker and myself as treasurer. Steve Rose has suggested that I contact you to establish what is left in the Hardwick Happenings Account. We have set up a new bank account and once the change is approved, any residue can be transferred to it and we will pay Victoire Press directly. Advertisers for the current year were advised of the new account details with their invoices

in August/September. Typically, payment is rather sluggish (33% to date) and I should be grateful to know whether any payments have possibly been made to the Parish Council, as was the previous practice.”

The Clerk advises that this has not as yet been agreed by the Parish Council and if advertising receipts have been banked in the new account it is a breach of the Council’s Financial Regulations which requires all monies to be banked intact in the Parish Council’s bank account.

7.2 Circle Anglia site off St Neots Road ^(SR)

<http://newsroom.circle.org.uk/circle-housing-secures-18-acre-cambridgeshire-site/>

The Chairman to report.

7.3 Village Improvement Plan stakeholder consultation ^(SR)

The Chairman to report. He has forwarded an email from Martin Cassey, as follows:

“On behalf of the Hardwick Village Plan Steering Committee, I am writing to you in your capacity as Chair of Hardwick Parish Council.

As you and your fellow Parish Councillors may by now be aware, the Hardwick Village Plan group has announced that it will begin a process of Village consultation in November 2016.

This will comprise two stages:

1. Starting in early November we will be consulting with stakeholders about the content of a Village survey.
2. In mid-November, we will be launching the Village survey with the objective of gathering responses from as many village residents, businesses, organisations and similar interested parties as we can reach. We intend keeping the Village survey open until the 8th January.

The HVP group considers the Parish Council to be a significant stakeholder in the future of the Village and as such we value the Council's contribution to our consultation.

Given the short timescale and, as we understand it, the need for actions by Councillors to be properly authorised by resolution of the Council, we would like to suggest that the Parish Council might add an item to the agenda for the October PC meeting to consider designating one or more Parish Councillors to represent the Parish Council and contribute to the Village Plan Stakeholder consultation.

If you would like more information about the Village Consultation or the work of our group, please do not hesitate to contact me.

I would also like to reiterate the invitation for Parish Councillors (and other interested residents) to attend our Committee meetings. The next such meeting is scheduled for Thursday 27th October.”

Yours sincerely,
Martin Cassey
Chair - HVP Steering Committee

7.4 BT Payphone Consultation – Proposal that the Parish Council objects to the removal of the BT payphone and purchases the kiosk ^(JH)

SCDC has written:

“BT Payphones consultation

A draft decision has been sent to the Secretary of State this morning, with the draft decision based on responses to the initial consultation, from parishes and local people as well as research we undertook.

Parishes now have until midnight on 6 November to let us know if they disagree with our draft decision. A Portfolio Holder decision will be made w/c 7 November to ensure that we respond to BT within the timescales required and therefore there is no flexibility to this deadline.”

The box which is proposed to be removed is:

01954 210267 Main Street Hardwick CB23 7QU

“The location is not known to be near an accident black spot. The usage figures are low. Mobile reception in the area is good for all major providers.”

Cllr Humphries to report. Blank purchase agreement attached.

- 7.5 Proposal that an invitation be extended to Adrian Shepherd and Ashley Heller to give a report on the City Deal, new Park and Ride, and proposed new busway
Cllr Joslin to report.
8. Finance and risk
- 8.1 To consider any quotes for urgent work required because of risk
None at the time of writing.
- 8.2 To receive play areas and skate park inspection reports
Ian Giddings has written regarding the fencing at Egremont Road play area:
“Broken rail now repaired with screws and glue (natural scarf joint). This should be secure enough for the present. It may require further strengthening but this will need further materials.”
- 8.3 To receive the financial report and approve the payment of bills – attached
9. Closure of Meeting and items for the next agenda

Flood Awareness Scoping

The following questions have been assembled to scope the Parish Council's awareness of flood risk within the community. We would be extremely grateful if you could please answer the questions below as fully as possible. This data will be used solely for Cambridgeshire County Council, your relevant District Council and the Environment Agency to understand the requirements of each Parish Council.

Once completed please submit the questionnaire back to the Cambridgeshire County Council Flood and Water Team via FloodandWater@cambridgeshire.gov.uk by the 10th October 2016.

Parish Council name:

1. Does your Parish have any flood risk that you are aware of?

- Yes – please specify:
- No
- Don't know

2. Have there been any incidents of flooding in the Parish within the last 20 years? (This can be from any source).

- Yes – please specify:
- No
- Don't know

3. Would your Parish Council be interested in setting up a Community Flood Action Group? (Please see the covering email or visit the nationalfloodforum.org.uk website for details)

- Yes
- No
- Already have one
- Don't know

4. Would you be interested in organising a meeting to discuss the potential of Community Flood Action Groups?

- Yes
- No

5. What support would help you to increase your flood awareness and preparedness? (Examples include: providing flood kits, sharing data and relevant contacts, information on flood plans, flood warning training, and general flood related updates).

6. Does the Parish have an Emergency Plan?

- Yes – Please go to question 7
- No – Please go to question 8
- Don't know

7. Does the Parish Emergency Plan include details of what to do in the event of a flood?

- Yes
- No
- Don't know

8. Do you find it useful to receive annual updates from the Cambridgeshire County Council Flood and Water Team (for example including riparian owner information)?

- Yes
- No

9. Who is the best person to contact regarding matters within this questionnaire?

Name:

Position:

Email Address:

Telephone number:

10. Please provide any additional comments you wish to add in the box below:

Many thanks for completing this questionnaire; your comments are highly valued.

AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY (PARISH MEETINGS) IN ENGLAND OR WALES.

This agreement is made this day of 20

Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

This agreement is for use only for the sale of kiosk types K6 and K8 and to a recognised local public body within England and Wales.

1 Definitions

In this agreement, unless the context requires otherwise:

- | | |
|----------------------|---|
| 'Buyer' | means |
| 'Conditions' | means the terms and conditions of sale set out in this document. |
| 'Decommissioning' | means (i) the disconnection of the Goods from the Seller's telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. 'Decommission', 'Decommissioning' and 'Decommissioned' shall be construed accordingly in the appropriate tense. |
| 'Goods' | means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus. |
| 'IP Rights' | means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights. |
| 'Notice to Complete' | means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer. |

"Ofcom"	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
"Planning Acts"	means any relevant planning legislation in force at the date of this agreement which shall for the avoidance of doubt include the Town and Country Planning Act 1980, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order 1995 and any statutory replacement or modification thereof.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
Universal Service Obligation	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions in previous documents and correspondence.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 2.3 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than described in the schedule hereto and by making payment is deemed to have accepted their condition.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk nor shall the Buyer acquire that land under this agreement.

4. Decommissioning, delivery and acceptance

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on or before completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or as a result of the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

5 Post acceptance obligations

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
 - 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
 - 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
 - 5.1.3 Any relevant planning or listing legislation in force at the date of this agreement which shall for the avoidance of doubt include the Planning Acts, English Heritage and any statutory replacement or modification thereof.
 - 5.1.4 Any planning consents relating to the Goods whose condition(s) have not expired or in respect of which the granting local authority or its successor may still take enforcement steps or proceedings.
- 5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.
- 5.3 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under this sub-paragraphs 5.1 and 5.2.
- 5.4(i) Following payment, the Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has opted for the Seller to be responsible for the supply of electricity

then the Seller shall supply that electricity (at the Seller's cost) to (but not beyond) the REC (regional electricity company) fusebox for the operation of an 8 watt lightbulb or similar. Where the Seller is responsible for the supply of electricity, then the Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.

- 5.4(ii) The Buyer is not permitted to connect any equipment to the unmetered power supply without first obtaining the Seller's written agreement.
- 5.4(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.4 (ii), to connect defibrillator equipment to the unmetered electricity supply, the equipment, must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

- 5.4(iv) The Seller does not activity monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.4(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.4(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.5 Following acceptance of the Goods the Buyer shall:

- 5.5.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller pay-phone and are not connected to the Seller's electronic communications network.

- 5.5.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are now the responsibility of the Buyer.
- 5.5.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
- 5.5.4 Covenant not to sell, lease or license the Goods to a competitor to the Seller nor to permit a competitor to install electronic communications apparatus (as defined in schedule 2 of the Telecommunications Act 1984) and as amended by Schedule 3 of the Communications Act 2003) within the Goods or itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus (as defined in schedule 2 of the Telecommunications Act 1984 as amended by Schedule 3 of the Communications Act 2003) within the Goods.
- 5.5.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
- 5.5.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
- 5.5.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.5 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.6 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.7 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.4, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.
- 5.8 Not connect any equipment to the electricity supply referred to in Clause 5.4 without the express written agreement of the Seller.

6 Warranties and liability

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any other tier of local government to itself of the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

7 Title and risk

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

8 Limitation of Liability

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel (whether in-house or using external advisors) before entering into this agreement.

9 Intellectual property

No assignment or licensing of any IP Right is granted or made under this agreement.

10 General

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Seller may assign the benefit and burden of this agreement to a third party or to a group company (where group company has the meaning given to it in section 42 of Landlord and Tenant Act 1954).
- 10.7 The Buyer may not assign the benefit and burden of this agreement other than to a statutory successor or to another tier of local government. In the case of the latter the Buyer shall notify the Seller of the assignment within 28 days of completion of the assignment.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

SCHEDULE

THE GOODS – Specification and Description

Signed by [] for and on behalf of
BRITISH TELECOMMUNICATIONS plc

Signature

.....
Position (director/company secretary/manager/attorney/agent).

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

Signed by
as Chairman of **Parish Meeting**
and as trustee of the said Parish Meeting. Signature of Chairman

Signed by [] in his or her capacity as
officer of **Parish Meeting**

Signed by [] in his or her capacity as
officer of **Parish Meeting**
Signature of Officer

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

HARDWICK PARISH COUNCIL MONTHLY FINANCIAL STATEMENT

Oct-16

Summary of previous month

Balance brought forward		£184,048.53
Adjusts/transfs/inc during period		
CHQ 2500	ADJUSTMENT	-240.00

Expenditure approved at last meeting/between meetings

GROUNDS BY ROUNDS	GRASS CUTTING	-1,041.53
PKF LITTLEJOHN	AUDIT	-360.00
HANSEN	SAND	-1,824.00

Misc credits

CAMBS & COUNTIES	INTEREST	1314.86
NS&I	INTEREST	23.78
SCDC	PRECEPT	23790.00
HSSC	RENT	875.00

Total Adjustments

22538.11

Balance revised after adjustments

£206,586.64

Bank Reconciliation to last statement

Account	Funds	Statement	Outstanding
Current Account	86,266.28	94,367.55	-8,101.27
Business Account	546.44	546.44	
Cambridge Counties Bank	91,773.92	91,773.92	
Bonds	28,000.00	28,000.00	
Total	<u>206,586.64</u>	<u>214,687.91</u>	<u>-8,101.27</u>

Expenditure for approval

£

GROUNDS BY ROUNDS	GRASS CUTTING	675.30
CCC	CAHILLS CORNER LHI	36345.95
VICTOIRE PRESS	HARDWICK HAPPENINGS	759.00
CGM	NOTICE BOARD REPAIR	390.54
P OAKES	TREE WORKS - GRENADIER	96.00
P OAKES	TREE WORKS - LAXTON AVE	144.00
SHERRIFF AMENITY	FERTILIZER	1403.20
NEST	PENSION	160.64
LG STOEHR	SALARY	134.24
LGS SERVICES	ADMIN SUPPORT	1240.29

Total expenditure

41349.16

Balance c/f

£165,237.48

Notes:

Late invoices will be brought to the meeting