

Agenda Item 24/112

Table 1: Disclosable pecuniary interests

This table sets out the explanation of disclosable pecuniary interests as set out in the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the council - (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land and Property	Any beneficial interest in land which is within the area of the council. 'Land' excludes an easement, servitude, interest or right in or over land which does not give the councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners (alone or jointly with another) a right to occupy or to receive income.
Licences	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer.
Corporate tenancies	Any tenancy where (to the councillor's knowledge)- (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/ civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.

Subject	Description
Securities	Any beneficial interest in securities* of a body where- (a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and (b) either- (i)) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the councillor, or his/ her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.

* 'director' includes a member of the committee of management of an industrial and provident society.

* 'securities' means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Clerk – Theresa Trotzer Wilson
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Minutes for the Full Council held on 8th October 2024 at 8:00 PM in the St Mary's C of E Primary School

Those present :

Chair : Cllr M Strutt

Councillors : Cllr K Artus, Cllr K Beadle, Cllr S Brown, Cllr B Craig, Cllr P Murphy, Cllr K Stedman, Cllr C Webb

Officers : T Wilson

24/89 Chairman's Welcome and Public Participation

The Chairman welcomed the public present of which there were eleven. The Chairman answered questions from the members of the public that were raised at the last two Parish Council meetings.

Questions from Public

Resident 1: Comment regarding the minutes of the last Parish Council meeting. Comment regarding the agenda item that refers to a parish wide referendum. Comment regarding concerns of the business plan from the charity.

Cllr Artus clarified that the Council have asked the Trustees and Clubs for full financial background and details and these will be made to the public.

Cllr Murphy joined the meeting at 20:11

Resident 2 - Question of how the council have engaged with the public.

Cllr Strutt stated that the council are waiting for the solicitors advice to better engage with the public and that information has been shared via Facebook, website and the village magazine.

Cllr Artus stated the council have answered 200 questions that the public have put to the Parish Council. Currently the council are waiting for advice from the solicitors. The public law element should be returned within 14 working days. The advice will be reviewed and then a public engagement session will be held and advice made public. The final date listed within the Heads of Terms for the proposed sublease to be completed is the 19th of January however this is a target.

Resident 3 - Question regarding the progress of the bunting on the High Street. Comment regarding puddle outside of Great Chalks. There is no current update on the Bunting however the council are still investigating this. The blocked drain outside of Great Chalks that is causing a puddle is a Highways concern. The Clerk will report this to Highways.

Resident 4 - Question of why planning permission for the pavilion is commercially sensitive.

24/90 Apologies for Absence

Apologies have been received from Cllr D Hunt, Cllr Driscoll and Cllr Barker.

24/91 Declaration of Interests

Cllr Murphy declared he is an active member of the Football and Cricket Club.

Cllr Stedman declared an interest as the secretary and treasurer of the Church and as an employee of St. Mary's C of E School.

Cllr Strutt declared a non-pecuniary interest for all matters relating to the Village Green as a trustee of the HBO Sports and Community Club, Chair of the HBO Youth Football Club, Committee member of the HBO Cricket Club and the Scout Hut as secretary of the HBO Ch'uan Chang Do Kung Fu Club. Additionally, he also declared an interest in anything to do with the Village Green or Scout Hut in the case of the Kung Fu Club.

24/92 Minutes of Previous Meeting

Regarding the September 3rd, 2024 Minutes:

It was proposed to add the times for when the Cllrs who arrived late joined the meeting and when the meeting reconvened.

(Proposed by Cllr Stedman - Seconded by Cllr Craig - Unanimous) **MOTION CARRIED**

It was proposed to clarify that no formal vote occurred after the Public Participation Session to suspend the meeting.

(Proposed by Cllr Stedman - Seconded by Cllr Craig - 5 for 3 against - **MOTION CARRIED**

It was **RESOLVED** to accept the September 3rd minutes with the above amendments.

(Proposed by Cllr Artus - Seconded by Cllr Brown - Unanimous)

Regarding the September 10th, 2024 Minutes:

It was **RESOLVED** to accept the September 10th minutes with the amendment to add the proper minuting reference.

(Proposed by Cllr Craig - Seconded by Cllr Brown - Unanimous) *Cllr Artus abstained*

24/93 Reports from District and County Councillors

No District or County Cllrs present

The Chairman called for a vote to bring the motions forward.

(Proposed by Cllr Strutt - Seconded by Cllr Artus - Unanimous)

24/94 Ordinary Motions

i) The Chairman asked councillors present for proposals for a Vice Chair. Cllr Beadle proposed Cllr Artus. Cllr Stedman proposed Cllr Webb.

A vote was carried out.

In favour Artus - 5 votes in favour **MOTION CARRIED** by majority.

It was **RESOLVED** to appoint Cllr Artus as Vice Chair.

ii) It was clarified that the Parish Wide referendum is in regards to the proposed sublease so that the public can have their say on the Village Green. After questions were asked about the costs of the referendum a vote was carried out.

(Proposed by Cllr Webb - Seconded Cllr Stedman)

FOR carrying out a parish wide referendum - 3 votes

AGAINST carrying out a parish wide referendum - 4 votes

MOTION NOT CARRIED.

iii.) Cllr Stedman raised concerns about the Charity's Business Case. It was **RESOLVED** that all points raised by the External Auditor in their emails in respect of the Sublease to the HBO Sports & Community Club are carefully reviewed, followed and that the council are compliant.

(Proposed by Cllr Stedman - Seconded by Cllr Artus - Unanimous)

iv.) **DEFERRED to the next meeting.**

24/95

Heads of Terms

Cllr Artus explained that some further legal advice was received from the National Association of Local Councils (NALC) regarding the heads of terms with specifics towards the payment to the charity and how this is best carried out. It was suggested it is best to carry out payment to the charity as a yearly grant rather than a direct specified payment. The Heads of Terms will be an annual grant which is based on a minimum of £10,000 and a maximum of £20,000 and paid on presentation of unfunded costs - a list of specific tasks that the Charity will be required to perform and will be paid against those performance issues. The key performance indicators (KPIs) have yet to be agreed formally but these do not need to be agreed prior to obtaining legal advice from the solicitors. The grant will only be paid against known and presented costs that are evidenced. The other changes are minor changes to if council cannot complete work they will be granted an extension of time. *A full list of changes to the Heads of Terms are appended to these minutes.*

It was **RESOLVED** to agree the terms of reference and membership for the Heads of Terms Working Group listed below.

(Proposed by Cllr Artus - Seconded by Cllr Beadle - Unanimous) *Cllr Strutt abstained*

Heads of Term Working Group - to establish the heads of terms for the proposed sublease, including the responsibilities and liabilities of the parties involved. Additionally, to prepare and seek agreement with the HBOSCC for amendments to the proposed Village Green sublease and heads of terms and liaise directly with solicitors both for the purposes of ensuring the heads of terms accord with such amendments together with conforming with developing advice from NALC, EALC and others to enable full and proper recommendations to be made to the council for consideration upon preparation of the proposed sublease.

No decisions will be made in a working group and recommendations are to be brought back to the Full Council. The Parish Clerk is to be copied in with all communications.

Membership shall be Cllr Artus, Cllr Beadle and Cllr Hunt. The chairman of the working group shall be Cllr Artus.

In accordance with the council's Standing Orders, all working groups shall:

Be convened as required by the working group chairman or as directed by the parish council. The place, time and method of a meeting shall be determined by the working group chairman and advised to the parish clerk where appropriate. Virtual Meetings are acceptable. There will be no defined notice period for a meeting. Working group chairmen will have the authority to invite non councillors to be members on a full or temporary basis as deemed appropriate.

The chairmen of working groups, or as delegated, shall be responsible for the preparation of Meeting Notes and recommendations to the parish council which shall unless commercially sensitive be published on the parish council website and available for public scrutiny. The parish clerk will not be required to attend unless requested by a working group chairman. The public and or press will not be able to attend or participate in a working group meeting unless advised by the working group chairman.

The quorum for a working group shall be three.

Returned to planning motion

24/96

Planning

No planning applications were received between the publishing of the agenda and the meeting.

New Applications for comment:

APPLICATION NO: UTT/24/2242/OP

DATE APPLICATION VALID: 9th September 2024

DEVELOPMENT: Hybrid Planning Application - Outline application (with all matters reserved) for up to 68 no. dwellings, a new Early Years and Childcare Facility and associated infrastructure. Full details (with no matters reserved) for the approval of 32 no. dwellings on Station Road and Bonnington's Farm site frontages, on site open space and perimeter landscaping and improvements to Station Road. 40% Affordable Housing to be provided across the site.

LOCATION: Land West Of Station Road Takeley Dunmow Road Hatfield Broad Oak

APPLICANT: Bellway Strategic Land

ADDRESS: C/o Bidwells Bidwell House Trumpington Road Cambridge CB2 9LD

EASTING/NORTHING: 556063 - 220835

DECISION LEVEL: Committee Decision

COMMENTS DUE: **OCTOBER 10TH, 2024**

Proposal from Planning WG to object on same points as previous application for larger development. Full comments and objection are available on the website.

(Proposed by Cllr Artus - Seconded by Cllr Brown - Unanimous)

Decided Applications:

APPLICATION NO: UTT/24/2146/TCA

DEVELOPMENT: Proposed removal of 1 no. Conifer down to ground level due to growing over onto footpath, suggested replanting of tree of different species

DECISION LEVEL: Delegated Decision

DECISION Tree No Objections - 17th September 2024

APPLICATION NO: UTT/24/1880/LB

DEVELOPMENT: Add a WC and washbasin to the rear of the second floor following UTT/20/0002/LB

LOCATION: Conkers Cage End Hatfield Broad Oak Essex CM22 7HS

DECISION LEVEL: Delegated Decision

DECISION Approve with Conditions - 20th September 2024

APPLICATION NO: UTT/24/2223/SCO

DEVELOPMENT: Request for a Screening Opinion for a proposed development of up to 100 dwelling, early years childcare facility, on-site open space and strategic landscaping, improvements to Station Road

LOCATION: Land West Of Station Road Takeley Dunmow Road Hatfield Broad Oak

APPLICANT: Bellway Homes

ADDRESS: C/o Bidwells

EASTING/NORTHING: 556063 - 220835

DECISION LEVEL: Delegated Decision

DECISION Opinion Given - 25th September 2024

24/97

Reports of Cllrs Actions and Meetings Attended

Alan Fisher, Mick Howarth, Cllr Strutt met with AECOM on an online meeting who are working with the council on the Neighbourhood Plan for Design Codes. A further onsite meeting with them is due to take place on the 11th October.

Cllr Artus chaired the LGA aviation group.

Cllr Strutt went to a speed charity event hosted by Uttlesford to obtain information around benefits for the community in the way of available grants.

Cllr Strutt also met with a tree contractor alongside the Clerk to discuss necessary Tree work around the village green as laid out in the Village Tree Survey.

24/98

Reports from Committees and Working Groups

The Neighbourhood Plan Working Group report is available on the website. A design code questionnaire is available to be filled out as well with answers to be returned to Alan Fisher.

Cllr Beadle left the meeting - 21:15

24/99 Clerk's Report and Correspondence

i.) Freedom of Information Requests were received on 12/09, 13/09, 27/09. These have been dealt with or are in the process of being dealt with.

ii.) An email was received from a resident regarding the concerns of the pond at the Village Green overflowing with the installation of a Ring Drain. The sports and amenity surface consultant, Dr. Tim Lodge, who the council hired to carry out the specification earlier in the year for the Village Green Ring Drain proposal confirmed that the concerns raised are a misunderstanding regarding the way natural soil drains work.

24/100 Bush End

i.) There is a delay with regards to the defibrillator at Bush End but it is hopeful these will be resolved soon.

24/101 Highways Matters

i.) No Highways problems received between the date of the agenda and the meeting.

ii.) An update was received on the Highways applications sent through to Essex Highways.

- **Hammonds Road Speed Signs**

A speed survey was carried out on Hammonds Road for 7 days commencing Saturday 7th September. Across 7 days the total volume of vehicle was 9,317 with the average daily being 1,331. The average daily speed was 25mph however the posted speed limit of 30mph was exceeded by 25.6% of vehicles. The majority of speeding occurred during the hours of 02:00 - 06:00.

It has been noted that roadworks was being carried out on certain days during the speed survey which could have impacted the results.

Since the speeds were below 30mph and below the threshold for the Local Highways Panel (LHP) to finance a SID/VAS then the Parish Council could if they funding is available, purchase their own device under a licence agreement.

ACTION: Cllr Stedman will pursue options with Cllr Barker and with Hatfield Heath PC who installed two VAS signs themselves with a licence agreement.

Highways have stated the two speed indicator signs (SIDs) in Hatfield Broad Oak are not registered with Essex County Council (ECC) and therefore not liable to fixing them. The council are looking into this further.

24/102 Policies to Review and Adopt

i.) A discussion took place regarding the National Association of Local Councils (NALC) Equality and Diversity Policy with the following clarifications:

Under Training, the council will 'provide training'. Under Training, to remove additional training for managers as not relevant.

(Proposed by Cllr Artus - Seconded by Cllr Craig - Unanimous)

It was **RESOLVED** to adopt the Equality and Diversity Policy with the above clarifications. (Proposed by Cllr Artus - Seconded by Cllr Stedman - Unanimous)

ii.) The 'Website Privacy Policy' was reviewed and no changes made.

(Proposed by Cllr Craig - Seconded by Cllr Artus - Unanimous)

iii.) It was **RESOLVED** to accept the Risk Assessment for the Winter Salt Bag Partnership Scheme that the council approved to join. The risk assessment is supplied by Essex Highways.

(Proposed by Cllr Craig - Seconded by Cllr Artus - Unanimous) *Cllr Brown abstained*

24/103 Christmas Tree 2024

Having agreed to place the Christmas Tree outside of the School, members **RESOLVED** that the total budget of £350 subject to Chairman's discretion allocated for moving the base for the Tree and purchasing the tree.

(Proposed by Cllr Craig - Seconded by Cllr Artus - Unanimous) *Cllr Stedman abstained*

24/104 Grants

i.) No other grant requests received between the agenda and the meeting.

ii.) It was **RESOLVED** to approve the grant request from 'About the Parishes' - Hatfield Broad Oak Parish Magazine c/o St. Mary's Parochial Church Council for £600 to contribute towards the cost of printing the parish magazine.

(Proposed by Cllr Webb - Seconded by Cllr Artus - Unanimous) *Cllr Stedman abstained*

iii.) At the September 25th OSMC meeting it was noted that the Football Foundation grant for an additional container to store the flail mower was approved. It was **NOTED** that the total grant awarded is £2,043 leaving the council to pay £682.00 and Clerk to sign grant offer letter.

24/105 Website

i.) It was **RESOLVED** to keep the domain hbopc.co.uk for continuity of login and old email addresses to carry on for £20/year. Any emails that are sent to hbopc.co.uk will still be forwarded to the new email addresses.

(Proposed by Cllr Stedman - Seconded by Cllr Craig - Unanimous)

24/106 Village

i.) A discussion took place on the request from a resident asking for new football goals at Barnfield to replace the ones that were originally donated by the District Council and have been damaged. Subject to inspection of the goals, it was **RESOLVED** that a maximum budget of £1000 with half being covered by the District Council.

(Proposed by Cllr Artus - Seconded by Cllr Murphy - Unanimous)

ii.) It was **RESOLVED** to purchase a Folding Hand Saw 360mm Medium Teeth for £58.60 for minor maintenance on various open spaces.

(Proposed by Cllr Craig - Seconded by Cllr Artus - Unanimous)

24/107 Finance / Payments

i. The Bank Balance in the Lloyds Account and Unity Trust Accounts is as follows:

Lloyds: £37,858.19

Unity Trust Current A/C: £245.77

Unity Trust Savings A/C: £73,603.42

ii. The Budget monitoring report was **RECEIVED**. A meeting will be held in November to discuss this years budget review, reserve movements and next years draft budget.

iii. It was **NOTED** that the second half of the precept has been received from Uttlesford District Council.

iv. It was **NOTED** that the external auditors interim report and certificate was received on 20th September. The report and certificate are incomplete as a result of correspondence received in relation to 2023/24 and/or prior years. Once they have finalised their review and completed any additional work arising from that correspondence, a final report will be provided with the certificate of completion detailing any qualifications and 'other' matters. These have been posted on the website under Finance.

v. It was **RESOLVED** to purchase the new battery purchase for the defibrillator for outside of Sun Cottage at a cost of £305.

(Proposed by Cllr Craig - Seconded by Cllr Stedman - Unanimous)

vi. **DEFERRED**

vii. A discussion took place around item 245 - the deposit for the Fence work to be carried out at the Village Green. The initial invoice did not quote for the removal of the old fencing. The deposit now includes this cost. It was **RESOLVED** to accept the additional cost for safely removing the old fencing.

(Proposed by Cllr Craig - Seconded by Cllr Craig - 5 for, 1 against) *Cllr Strutt abstained*

It was **RESOLVED** to accept the payment scheduled circulated and attached.

(Proposed by Cllr Artus - Seconded by Cllr Brown - Unanimous)

24/108 Items for next agenda

Reserves & Budget

24/109 Date of the next meeting

Tuesday November 12th 8:00pm School Hall

Close & Chairman's signature

Meeting closed at 21:52.

Signed by the Chairman.....

Date.....

**Heads of Terms for Granting of a Sub Lease by
HBO Parish Council to HBO Sports and Community Club Limited.**

SUBJECT TO CONTRACT

Conditions to be included as Preambles to the Sub Lease.

- A. This agreement and sub lease is to relieve the Parish Council of its responsibilities under the lease between the Parish Council (the PC) and William Gosling (the Landowner) dated 19th January 2011 (the Head Lease) and transfer the responsibility and liability for the land known as the Hatfield Broad Oak Village Green (the VG) to the HBO Sports and Community Club (the Charity) to enable the Charity to manage operate and maintain the VG for the benefit of the general public and sports clubs and organisations associated with Hatfield Broad Oak as defined in these presents.
- B. The Charity will ensure that with the exception of the sports pitches when in use and the cricket square the VG remains open to the public at all times excluding during periods of maintenance and management for public safety and that the Charity shall prioritise the use of the VG for major events such as the village 10K race.
- C. The PC and the Charity will cooperate fully and transparently and collectively councillors will be supportive of the efforts of the Charity to operate and maintain the public space and to construct a Pavilion for the benefit of the sports and activity clubs users and community of Hatfield Broad Oak in accordance with the lease so granted.
- D. The PC will present to the Charity the VG in a good state of repair and in safe condition and in furtherance of such shall complete the following works prior to occupation by the Charity.
 - 1. Accessibility upgrades to the pedestrian entrance
 - 2. Complete remedial work from the 2024 tree survey
 - 3. Provide concrete bases to the existing oak seating / benches
 - 4. Repair fencing
 - 5. 25% contribution subject to a maximum of £8,300 for the Installation of the catch/ring drain to the pitch area.
 - 6. VG and PC combined Noticeboard

Should any of these works not be completed by occupation the PC and Charity shall agree and permit a suitable timescale for completion not to exceed six months.

- E. The PC will seek grants for the restoration of the village green footpaths to meet accessibility criteria and will endeavour to complete the works by 1st January 2025. Should the restoration works not be completed by occupation the PC and Charity shall agree and permit a suitable timescale for completion not to exceed six months.
- F. The Charity shall advise the PC prior to occupation of any material omissions to presenting the VG in a good state of repair and in safe condition and the PC shall rectify such omissions.
- G. The PC will make grants to the Charity for the duration of the lease to enable it to manage, operate and maintain the VG for recreational facilities and the public good. The grant will vary according to unfunded expenditure incurred each year which the charity will evidence by estimates invoices and receipts and will be a minimum of £10,000 and a maximum of £20,000 per annum with cap and collar index linked to the median of the RPI and CPI indexes. An initial grant of £5,000 will be payable by 28th February 2025 with further grants as submitted subject to the above limits. The Charity should be permitted to build a contingency for unforeseen expenditure within its grant applications with such contingency to be expended only with the agreement of the parties not to be unreasonably withheld.
- H. The PC shall grant transfer of ownership of the tractor and associated maintenance machinery together with the storage containers to the Charity for the total depreciated value of the assets less any previous contribution by the Charity of sports clubs and the Charity shall keep such assets in working order and good condition.
- I. The Charity agrees to allow the PC to use its grass cutting equipment at no cost to the PC to mow the grass on the lands known as Barnfields and Recreation Ground and School Playing Field and Broad Street Green and High Street with any damage to the asset to be at the cost of the PC.
- J. The PC shall make available to the Charity all documents surveys reports and other information the Charity considers necessary to fulfil its obligations under this Sub Lease.
- K. The PC acknowledges and supports the Charity's objective of constructing the Pavilion and associated roadway and parking and

storage facilities in accordance with planning permissions obtained by the PC together with such ongoing permissions and any that may become necessary to fulfil the Charity's legal and business requirements where in such cases the PC may assist by submitting the applications.

- L. The Charity shall allow the PC to manage maintain update and develop the nature area on the VG as defined on the plan ref VG/NA/001 as a nature and wildlife area for the benefit of the general public. The charity shall make its maintenance equipment available to the PC as necessary.
- M. The Charity shall provide all insurances required by the headlease for public liability and property and shall provide details to the PC at renewal. The Charity shall save harmless the PC from any claims arising from the Charity's management and occupation through the sublease and shall provide evidence of such indemnity.

Lease Terms

1. The Term

The term shall be for 1 day less than the term for the Head Lease.

2. The Parties

Hatfield Broad Oak Parish Council (PC) and the HBO Sports and Community Club (Charity)

3. The Property Demised

The land known as the Village Green as detailed on Bidwells drawing reference HBO1 dated 17/11/2010 and as subsequently amended by the PC and the Landlord subject to no diminution of the existing demise. For the avoidance of doubt the extent of the demise shall be the existing perimeter fence.

4. Commencement Date

To be agreed. (The date of occupation is proposed 1st January 2025)

5. Purpose of Lease

To enable the Charity to manage operate and maintain the VG for the benefit of the public and sports clubs and organisations associated with Hatfield Broad

6. The Rent

As for Head Lease, payable upon execution of this sub-lease.

7. Authorised Use

For use as a public space and sports facility including outdoor and indoor and community activities that are deemed by the Charity to be consistent with the provision of facilities for the local community and achieving its funding objectives.

8. Health and Safety

All essential Health and Safety precautions and provision will be the responsibility of the Charity such that no liability will fall to the PC in the event of a claim for negligence.

9. Child Protection

The responsibility for child protection including the vetting of coaches and helpers will be with the groups that use the facilities as is required by law. The Charity will require those groups to annually confirm such policies and practices are in place.

10. Service of Notices

Addresses and named persons or title holders to be agreed.

11. Right of Entry

As for Head Lease plus.

The Charity will allow to the PC a right of vehicular and pedestrian access to and across the demise for the purposes of inspection to ensure fulfilment of the terms of the lease such right to be exercised giving three working days' notice and such inspection shall be accompanied by the representative of the Charity

12. Access to services

The PC grants unrestricted rights of access routing and passage for underground services to supply the Pavilion and other facilities (power water sewage telephone etc.) and passes all responsibility for payment of VG services to the Charity.

The PC grants rights to collect and store rainwater or grey water residual etc.)

13.Repair and Redecoration

As for Head Lease

If the PC resolves the Charity has not complied with any head lease requirement to repair and redecorate the PC shall serve notice upon the Charity and the Charity shall prepare and advise the PC of a programme of remedy.

14.Access of Landlord

As for Head Lease

15.Environmental Protection

As for Head Lease

16.Alterations

As for Head Lease

17.Statutory Requirements and Health and Safety

As for Head Lease

18.Grants

As for Head Lease

Insurance

As for Head Lease

The Charity shall maintain all public liability insurances for the Demise and shall maintain insurances for the Pavilion.

19.Assignment and Sub-letting

The PC will subject to approval not to be unreasonably withheld permit the Charity to sub-let any part of the VG to its sports club members for the purposes of maintenance or seeking grant funding.

20.Yielding Up

As for Head Lease

21.Indemnity

As for Head Lease

22.Costs

As for Head Lease

23.Landlord's Covenant

As for Head Lease

24.Notices

As for Head Lease

25.Rights and Easements

As for Head Lease subject to items 11 and 12 above.

26.Break Clauses

As for Head Lease. By voluntary mutual agreement only. However the PC reserves the right to enact a break in the sublease should the Charity repeatedly fail for six times in any one calendar year to remedy in accordance with clause 13 any individual failure to comply with the terms of the sublease with such a proposed break be subject to external review for accuracy and reasonableness by an independent assessor of the RICS. Should this right be exercised the PC shall pay the charity its costs and improvements.

The PC will not terminate the Head Lease without the express permission of the Charity.

27.Sports Courts

The Charity will consult with the PC on any need or proposal to build any additional sports courts beyond the current specified use of the VG.

28.Liaison Channels

To ensure good communication and aid cooperation the Charity and the PC will maintain a representative to ensure the operation of the sub lease.

29. Annual Review

The Chairty will submit and present an annual report to review what has been achieved at the PC's Annual Parish Meeting such report to have been submitted to the PC two weeks in advance and any issues and concerns not resolved in the year or likely to arise in the next year can be raised in public.

30. Water Rates including sewage/ Electricity/ Business Rates

The Chairty will assume responsible for all costs associated with utility services it uses.

31. Pest Control

The Chairty will maintain a regime that keeps pests from damaging the sports pitches, sports courts and pavilion and the Charity shall maintain the demise in a way that does not encourage pests.

32. Litter Bins and Removal of Waste after events.

The Charity will maintain at least fortnightly collections of litter and weekly during the period April to September inclusive.

33. Other Potential Sports Users

All sports and community group wishing to use the facilities of the VG regularly will be invited and they have the right to join the HBO Sports and Community club provided their membership is open to anyone within the village that is able to partake in that activity.

Groups not wishing to join the HBO Sports and Community club will be able to hire the facilities or use other parts of the VG provided their activities do not impact those of the Charity .

34. Complaints Procedure

Any complaints received by the PC about activities of the Charity shall be forwarded to the Charity for consideration and the Charity shall report the outcome of the complaint to the parish council.

35. Constitution and Objects of the HBO Sports and Community Club Charity

The PC shall be kept informed of any proposed changes to the structure or constitution of the Charity provided that one member of the trustees of the Charity shall be a parish councillor

36. Notices Displayed on the Green

The Charity will provide space on a noticeboard at the entrance to the VG for PC notices and information

37. Sponsorship and Advertising

Temporary boards and banners etc. may be displayed during activities at the VG and also the Charity is granted permission to display event promotional material outside the entrance to the VG at the established position.

The Tenant will be allowed to permanently incorporate sponsors or donors names and emblems on the Pavilion where required to do so (e.g. Sport England etc.)

38. Legal Fees Associate with the Lease

Each party shall pay their own costs associated with the preparation of this agreement and sub lease.

OTHER IMPORTANT CONSIDERATIONS

1. The Charity is to take legal advice to ensure that either party does not incur or suffer and tax cost or charge as a consequence of this agreement and sublease and transfer of equipment and benefits and obligations and payments referenced herein.
2. The Charity needs to consider its VAT position to ensure that it can recover VAT on its operational expenditure but also should take advice to ensure that registering for VAT whilst below the income threshold and reclaiming VAT on the pavilion build would not be considered to be evasion of VAT by HMRC.



Version	Date Approved:	Review Date:
1.0	19 th November 2024	November 2026

Agenda Item 24/122i

1. Purpose of the Policy

This policy sets out Council's stance on vexatious or abusive complaints, demands and/or repeated requests for information including Freedom of Information requests and how they will be dealt with.

2. Vexatious or Abusive Complaints/Freedom of Information Requests

- 2.1 Most complainants or people making Freedom of Information requests behave in legitimate ways. A very small minority make complaints/requests that are vexatious, in that they persist unreasonably with their complaints/requests, or make complaints/requests in order to make life difficult for the Council rather than genuinely to resolve a grievance.
- 2.2 The Council recognises that it is important to distinguish between people who make a number of complaints/requests because they genuinely believe things have gone wrong, and people who are seeking to subvert the legitimate business of the council. It is acknowledged that complainants will often be frustrated and aggrieved and it is therefore important to consider the merits of each case rather than the way in which they are expressed.
- 2.3 It is not necessary to meet a person's unreasonable demands, or to answer every single point in an unreasonable letter. Judgement will be required to separate a person's legitimate queries from those that are unreasonable, often within the same complaint. Skill will be required to respond tactfully and sympathetically. If the person's persistence adversely affects the Council's ability to do its work and provide a service to others, the Parish Council need to address such behaviour.
- 2.4 Where the Clerk is of the view that complaints, requests or persons could be identified as vexatious (in accordance with the criteria set out in Appendix 1), the Clerk will refer the matter to the Council for a decision and their determination of what action to take. The Clerk will implement such action and will notify the complainant that their complaint/request is considered as vexatious and what action that will be taken. This notification will be copied to all Councillors and a record kept of the reasons why a complaint/request has been classified as vexatious.
- 2.5 The Council may deal with vexatious complaints/requests in one or more of the following ways:
 - a) In a letter, setting out a code of commitment and responsibilities for the parties involved if the Parish Council is to continue processing the complaint/request. If these terms are contravened, consideration will then be given to implementing other action as indicated below.



- b) Decline contact with the complainant, either in person, by telephone, fax, email or any combination of these, provided that one form of contact is maintained which will usually be by conventional post (letter).
- c) Notify the complainant/requestor in writing that the Council has responded to the points raised and tried to resolve the complaint/request but there is nothing more to add and continuing contact on the matter will serve no useful purpose. The complainant/requestor will also be notified that the correspondence is at an end and the Council does not intend to engage in further correspondence dealing with the complaint/request.
- d) Inform the complainant/requestor that the Council intends to seek legal advice on unreasonable or vexatious complaints/requests and behaviour.
- e) Temporarily suspend all contact with the complainant/requestor in connection with the issues relating to the complaint/request being considered.

3. Restricting Contact

3.1 Any restrictions will be appropriate and proportionate to the nature of the person's contacts with the Council at the time such as:

- a) Placing time limits on telephone conversations and personal contacts;
- b) Limiting the person to one form of contact (letter);
- c) Requiring the person to communicate only with one named employee/member;
- d) If a complaint is currently going through the Council's complaints procedure, asking the complainant to enter into a written agreement about their future conduct if the complaint is to be progressed;
- e) Closing the investigation into a complaint;
- f) Refusing to register and process further complaints/requests providing the person with acknowledgements only;
- g) Banning a person from the Council's premises;
- h) Involving the police where the person is believed to have committed a criminal offence (harassment, assault or criminal damage), where assault is threatened, or the complainant refuses to leave council premises.

3.2 The Clerk will inform the complainant/requestor in writing why a decision has been made to restrict or stop future contact, the contact arrangements and the length of time that these restrictions will be in place.

3.3 There should never be a blanket ban for an unspecified period of time unless the Council is legally required to do so following a police investigation. The Council should always try



to maintain one form of contact which will normally be by way of conventional post (letter).

In extreme situations the Council will tell the complainant in writing that they must restrict contact to communication through a nominated advocate known and declared to be acting on their behalf.

- 3.4 In deciding which restrictions are appropriate, careful consideration will be given to balancing the rights of the individual with the need to ensure other residents, Council employees, councillors and co-opted members do not suffer any disadvantage or undue stress and the resources of the Council are used as effectively as possible.

4. Threatening and Abusive People and Harassment

- 4.1 We do not expect staff or members to tolerate unacceptable behaviour by people which causes or may cause undue stress. The Council believes that harassment is totally unacceptable. The Council will work to prevent any form of harassment from happening in the first instance and where it has already occurred, will work to prevent it from happening again.
- 4.2 Harassment is a term that is generally used to define unwelcome and unwarranted behaviour that affects the dignity of an individual or group of individuals. Harassment may also include actions characterised as offensive, intimidating, malicious, insulting or humiliating that attempts to undermine or injure an individual or group of individuals.
- 4.3 Where there is abusive or aggressive behaviour which produces damaging or hurtful effects, physically or emotionally, on the staff or members which includes, but not exclusively, verbal abuse (including name calling), bullying, shouting or swearing or threat of any of these behaviours the staff or members affected should step away from the situation and the person asked to leave the premises where appropriate.
- 4.4 This can mean terminating a conversation whether it is face to face or by telephone, advising that the conversation is being terminated, and in the case of such behaviour in a face-to-face contact in the office or public meeting the person should be asked to leave the premises.
- 4.5 All such incidences must be documented. This will, in itself, cause personal contact with the complainant to be discontinued and the complaint will, thereafter, only be continued through written communication by post.
- 4.6 Any complainant/requestor who threatens or uses physical violence towards staff or members will receive written confirmation that they are being treated as a vexatious complainant/requestor and informed of the action that will be taken.

5. Legal References

- 5.1 Under the Freedom of Information Act 2000 Section 14(1), public authorities do not have to comply with vexatious requests. The Council also has a legal duty under the Health and Safety at Work etc. Act 1974 to ensure, so far as is reasonably practicable, the health, safety and welfare at work of its employees and members.

APPENDIX 1

Definition of a Vexatious Complainant/Requestor: This definition applies equally to someone making a complaint and to someone making a request for information.

Complainants (and/or anyone acting on their behalf) may be deemed to be vexatious where contact with them shows that they meet one or more of the following criteria:	
1.	Persist in pursuing a complaint/request where the Council's Complaints Procedure or the Freedom of Information procedure has been fully implemented & exhausted.
2.	Persistently change the substance of a complaint/request or continually raise new issues or seek to prolong contact by continually raising further concerns or questions upon receipt of a response.
3.	Are repeatedly unwilling to accept evidence given as being factual or deny receipt of an adequate response in spite of correspondence specifically answering their questions or do not accept that facts can sometimes be difficult to verify when a long period of time has elapsed.
4.	Repeatedly do not clearly identify the precise issues which they wish to raise despite reasonable efforts of the Council to address their concerns, and/or where the concerns identified are not within the remit of the Council.
5.	If the complaint/request is about essentially the same matter that has already been considered, with only very minor differences, and does not contain any new information. The most difficult vexatious complaints to deal with are often complaints that are slightly different from the original complaint, but about the same broad area of activity.
6.	Regularly focus on a trivial matter to an extent which is out of proportion to its significance. It is recognised that determining what is a trivial matter can be subjective and careful judgement must be used in identifying frivolous complaints.
7.	Have threatened or used physical violence towards staff or members at any time.
8.	Have had an excessive number of contacts with the Council - placing unreasonable demands on staff or members. Discretion will be used in determining the precise of number of excessive contacts applicable under this section, using judgement based on the specific circumstances of each individual case.
9.	Have harassed or been personally abusive or verbally aggressive towards staff or members dealing with the complaint/grievance. The Council recognise, however, that complainants may sometimes act out of character in times of stress, anxiety or distress and should make reasonable allowances for this. All instances of harassment, abusive or verbally aggressive behaviour will be documented.
10.	Have harassed or been personally abusive or verbally aggressive towards any Members of the Council (Councillors) or co-opted members whether this has been on a face-to-face contact or at public meetings.
11.	Are known to have recorded meetings or conversations without the prior knowledge and consent of other parties involved and/or have impersonated any member of staff or Councillors with the objective of soliciting information for whatever purpose.
12.	Seeking to coerce, intimidate or threaten staff, Councillors or other people involved, whether by use of language, tone of voice or behaviour including body language.
13.	Repeatedly raise grievances which are already proven to be without substance or foundation.



Version	Date Approved:	Review Date:
1.0	19 th November 2024	November 2026

Purpose of this policy and procedure

The council recognises that some of our staff work alone, and where this is the case, seeks to ensure the health and safety of all lone workers. This document:

- Raises awareness of the safety issues relating to lone working,
- Identifies and assesses potential risks to an individual working alone,
- Explains the importance of reasonable and practicable precautions to minimise potential risk,
- Provides appropriate support to lone workers, and,
- Encourages reporting of all incidents associated with lone working so that they can be adequately managed and used to help reduce risks and improve working arrangements for the future.
- Will be reviewed in line with updates to Government Legislation and following the internal review after a reported incident.

The scope of this policy

It applies to all staff, whether full time, part time or temporary workers. It does not apply to Councillors.

Policy

We will protect staff from the risks of lone working, as far as is reasonably practicable. Working alone is not in itself against the law and it is often safe to do so. However, the council's policy is to consider carefully and deal with any health and safety risks for those who work alone.

Definition

'Lone Worker' refers to people who work by themselves without work colleagues either during or outside normal working hours. Examples include:

- A caretaker who opens and closes a hall either early in the morning or late at night
- A groundsman tending to green space
- Office workers who work alone in the premises, and,
- Homeworkers.

Any worker under the age of 18 years, or anyone working in confined spaces is not permitted to work on their own.

Responsibilities

All staff have a responsibility for the health and safety of work colleagues. The key responsibilities are as follows:



Parish Clerk and The Council

Responsible for:

- Ensuring that there are arrangements for identifying, evaluating, and managing risk associated with lone working.
- Providing resources for putting the policy into practice.
- Ensuring that there are arrangements for monitoring incidents linked to lone working and that the Council regularly reviews the effectiveness of this policy.

Line Managers [Not currently applicable to HBOPC]

Responsible for:

- Ensuring that all staff are aware of the policy.
- Ensuring that risk assessments are carried out and reviewed regularly.
- Putting procedures and safe systems of work into practice which are designed to eliminate or reduce the risks associated with working alone.
- Ensuring that staff are given appropriate information, instruction, and training.
- Ensuring that appropriate support is given to staff involved in any incident.
- Managing the effectiveness of preventative measures through an effective system of reporting, investigating, and recording incidents.

Lone workers/Employees

Responsible for:

- Take reasonable care of themselves and others who may be affected by their work and to make full use of any PPE provided for use whilst working.
- To follow any instruction given by the Clerk or the Council.
- Raise with the Clerk or a Councillor any concerns they have in relation to lone working
- To not to work alone where there is inadequate information to undertake a risk assessment.
- Inform their line manager at the earliest opportunity in the event of an accident, incident of violence or aggression whilst working alone, see section on Reporting Incidents

Health and wellbeing

In order to ensure your personal safety, it is important that you share any details of any aspects of your health that could lead to increased risk with your manager or specific councillors. This includes pregnancy. You can then jointly plan to mitigate any potential risks caused by your circumstances. This information will be treated on a strict 'need to know' basis with your confidentiality of the utmost importance.

Risk Assessment

Risk assessment is essential to good risk management. Assessments will be carried out for and on behalf of all staff whose working practice makes them vulnerable. This includes staff that are site based but work in isolation as well as any mobile staff whose work takes them out into the community. Recommendations will be made to eliminate or reduce the risk to the lowest level reasonably practicable.



The Lone Working Risk Assessment must be kept up to date and reviewed regularly by the Clerk and the Council, in any case this should be on a minimum of an annual basis. The risk assessment should be available and have been read by the lone worker before undertaking the work and communicated to all relevant staff or councillors.

People who work alone will of course face the same risks in their work as those doing similar roles/tasks.

However, they may additionally encounter hazards such as:

- Sudden illness.
- Faulty equipment.
- Travelling alone.
- Remote locations.
- Abuse from members of the public.
- Animal attacks

Guidance

Lone workers whether employed by Hatfield Broad Oak Parish Council or not should take reasonable care not to put themselves at undue risk by evaluating each situation and taking appropriate steps, for example.

- Confrontation should be avoided whenever possibly including withdrawing from the situation.
- A phone should be carried at all times.
- A Portable First Aid Kit is kept in an appropriate location.
- Lone workers should be aware of safe spaces where they are able to retreat to remove themselves from danger.

Incident reporting

An incident is defined as “*an unplanned or uncontrolled event or sequence of events that has the potential to cause injury, ill health or damage.*” To maintain an appropriate record of incidents involving lone workers it is essential that all incidents and near misses be reported to the Clerk who will prioritise each incident and identify any immediate action. Staff should ensure that all incidents where they feel threatened or unsafe (even if this was not a tangible event/experience) are reported. This includes incidents of verbal abuse.

All staff are encouraged to report violent incidents to the police and will be supported by the Council throughout the process. Except in the cases of emergency, staff should inform the Clerk of any incident immediately. The Clerk will thereafter take responsibility for contacting the police to report the details of the incident.

The report should include:

- A brief note of what happened, when, and who was involved,
- For any work-related aggression (verbal or physical) including threatening behaviour, all the details of the incident and of the perpetrator should be captured, which could then be used if the police take any formal prosecution action. This might be particularly important for more serious incidents of work-related violence,



- If the emergency services were called and any outcome.
- Recording details of any circumstances you think might have contributed to the incident, e.g. the context of the interaction, perceptions about the condition of the perpetrator, or any environmental circumstances.

Review of Policy

The Parish Council will monitor the effectiveness of this policy on a regular basis and review it every two years to ensure that it remains up to date and relevant.

DRAFT



APPENDIX 1 – LONE WORKERS INCIDENT REPORT

When did incident occur?

Date: _____ Time: _____

What happened? (Who, What, When, How, Why?)

Where there any witnesses? (Any contact details)

Were the emergency services called, If so, which service? _____

Time called and by whom: _____

Any contributing factors?

Form completed by: _____ Date: _____

DRAFT



Helping Parish and Town Councils vote for 20mph

20's Plenty for Us supports local councils that want 20mph in their community where people live, work and play. Demonstrating widespread local community support for 20mph to Essex County Council, which decides on local speed limits, helps to persuade it to implement 20mph more widely and cost-effectively. Local Authorities in England such as Cornwall, Oxfordshire and Lancashire, have agreed 20mph for every settlement, as did Wales in 2023 and as will Scotland by 2025. In those places, 30mph is becoming the exception and is limited to roads with suitable provision for pedestrians, cyclists, children and the elderly.

30 million people already live in places where 20mph is normal.

Adopting a resolution in favour of 20mph helps to:

- 1) Achieve a 20mph speed limit on roads in your community where people and motor vehicles mix.
- 2) Demonstrate to your Highway Authority the desire for 20mph county-wide, making it cheaper and easier to implement.

Resolution

[Your Parish or Town council name]:

- ***Supports the 20's Plenty for Essex campaign;***
- ***Calls on Essex County Council to implement 20mph in [your place]; and***
- ***Will write to Essex County Council to request 20mph speed limits on streets throughout the authority where people live, work, shop, play or learn, with 30mph as the exception on those roads, where full consideration of the needs of vulnerable road users allows a higher limit.***



Why 20mph?

1. **Safer:** The UK's Department for Transport estimates that a 1mph lower speed in built-up areas reduces road casualties by 6%. 20mph typically leads to 30% fewer casualties¹.
2. **Cleaner (and quieter):** 20mph reduces tail-pipe emissions by 25% compared with 30mph and is 50% quieter.
3. **Healthier:** 20mph helps to remove the blight of vehicle speed and builds inclusive communities where human activity, including walking, cycling and social interaction, takes first place.
4. **Popular:** National and local surveys consistently find 70% support in residential streets; such support rises after 20mph limits are introduced.
5. **Accepted** as normal by UK local authorities where 30m people live, including all of Wales² and Scotland³. 20mph is global best practice where people mix with motor traffic.
6. **Compliance:** 20mph is as enforceable as any speed limit. Even with no additional police enforcement, speeds reduce by up to 6mph on faster roads.
7. **Cost effective:** Multiple economic, societal and environmental benefits at low cost. Signs remind drivers of the limit without the need for physical calming or additional enforcement.
8. **Little impact on journey times or bus timetables:** With congestion, junctions and crossings as the main factors in built up areas, 20mph can actually improve journey times⁴.

Wide area 20mph increases social engagement and benefits whole communities. Allowing exceptions where faster speeds are safe for all road users avoids the need to prove lack of safety in order to adopt 20mph.

While introducing 20mph outside a school may seem logical, there is no evidence that this is where the danger lies. Families need a safe route for the whole journey, not just the last 100 metres outside the school.

Signed schemes with public engagement are successful and cost-effective!

¹ https://www.20splenty.org/wales_1st_6_months

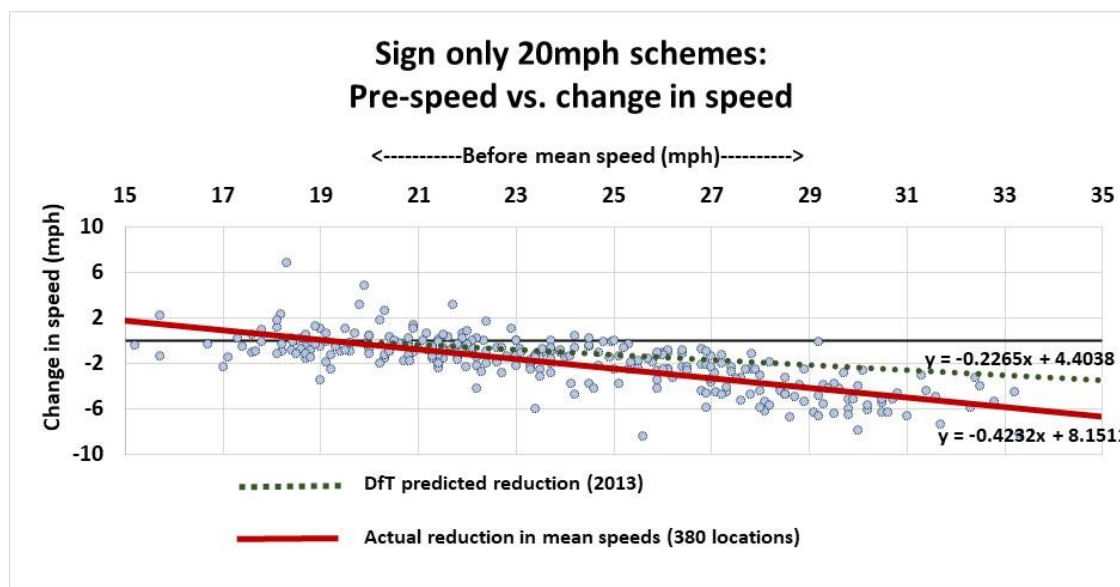
² Default speed limits are set by national governments. Local Highway Authorities can choose 20mph as the norm for residential streets and town and village centres and make 30mph the exception where demonstrably safe.

³ https://www.20splenty.org/scotgov_says_20splenty

⁴ https://www.20splenty.org/20mph_improves_traffic_flows

More on wide area 20mph benefits

Signed only limits reduce road speeds even without 100% compliance. Small changes in average speeds bring large casualty savings (6% for each 1mph reduction in speed⁵). Reductions of 3–6mph in mean speeds are achievable without physical traffic calming or enforcement. The chart shows the relationships between pre-scheme speeds and the impact of lowering the speed limit in nearly



400 locations, showing the biggest reductions on faster roads. As 20mph limits become more established and in-car speed limiters become more widespread, compliance levels will increase and average speeds will reduce further.

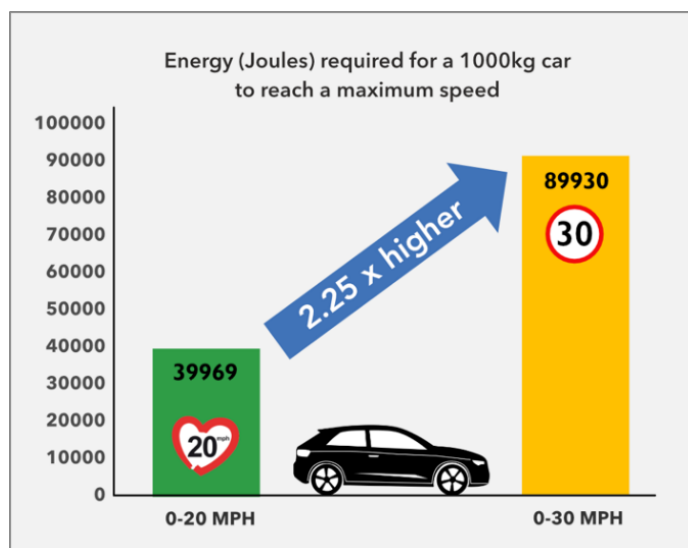
Safer streets for all, particularly children and the elderly

As well as lowering the actual risk of serious and fatal injury compared with 30mph, 20mph also reduces fear and intimidation from motor vehicles, especially for vulnerable road users. It's like the impact when falling from a 3rd floor window (serious injury or death) versus a 1st floor window (likely survive, maybe slight injury).



⁵ <https://www.gov.uk/government/publications/setting-local-speed-limits/setting-local-speed-limits>

Cost effective for drivers... saving energy used and, therefore, cash. Research from Future Transport⁶ shows fuel efficiency peaks with speed capped at 20mph. This “real life” model factors in stop/start urban traffic. Less acceleration uses less fuel (or electricity): getting to 30mph requires over twice as much energy as getting to 20mph. Drivers can save up to 10p per mile without trips taking longer. That's a 30% saving in urban fuel costs.



... and local authorities if implemented across wide areas with little expensive engineering. While early 20mph zones required lots of physical changes significant reductions in speeds can be

Differences between Wide area 20mph limits and 20mph zones



20mph Limits - signs/markings only, no traffic calming, wider areas (where people mix with traffic)

Comprehensive approach – whole town/city dealt with at the same time – easier to explain & engage with whole communities.

eg in **Portsmouth**, cost around **£50,000** for 1200 residential roads



20mph Zones - with traffic calming (incl speed bumps), self-enforcing, typically small areas

Incremental approach – results in a ‘patchwork’ of different speed limits

Expensive - **7 x more expensive** than wide-area schemes

Both can cover a whole settlement

achieved with signs and education at low cost: up to 6mph on faster roads⁷ for up to £10 per person. This approach is 7x more cost effective than speed bumps⁸.

Greater activity

20mph helps to enable walking, wheeling and cycling leading to reduced obesity, heart disease and loneliness and lower burden on the NHS. Retaining mobility enables the elderly to live independently for longer, which reduces social care costs. Children benefit through independent mobility and their parents and carers are released from taxi-duty. 20mph enables lifestyle changes, renewed community life and a positive atmosphere. Our towns and villages will become more attractive, liveable and sustainable places.



⁶ https://www.20splenty.org/20mph_fuel_savings

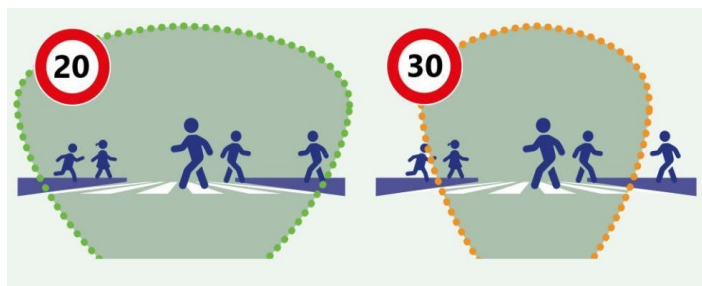
⁷ https://www.20splenty.org/20mph_casualty_reduction

⁸ https://www.20splenty.org/20mph_vfm

20mph means more time for pedestrians to see and be seen...

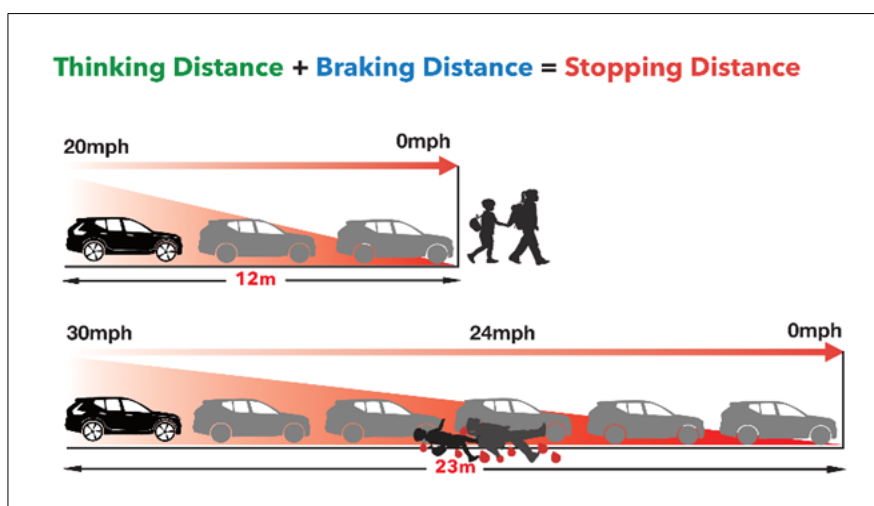
Children under 14 are unable to judge traffic speeds greater than 20mph reliably, putting them at greater risk when crossing the road.

A driver's range of vision is greater at 20mph giving more time to spot potential danger and react in time to avoid a collision.



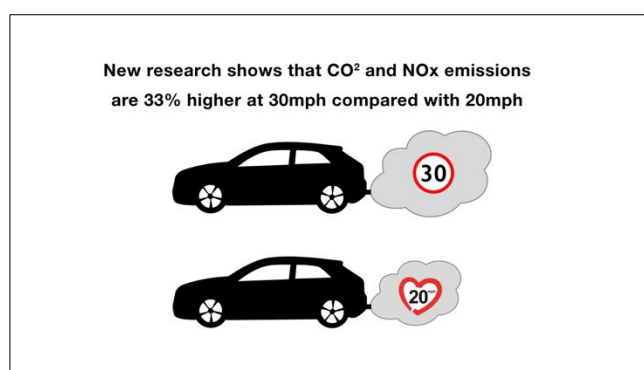
... and gives drivers more time to stop

Travelling more slowly reduces stopping time. At the point at which a car travelling at 20mph has stopped, the 30mph car is still doing 24mph.



Better physical and mental health

Inactivity and pollution are major causes of early death in the UK. 20mph is associated with greater activity and lower air and noise pollution: tailpipe emissions are a 1/3 higher at 30mph than 20mph and that 30mph is twice as noisy⁹, leading to reduced health risks, improved sleep patterns and lower levels of anxiety. 20mph also helps sociability and reduces loneliness.



⁹ https://www.20splenty.org/noise_and_speed

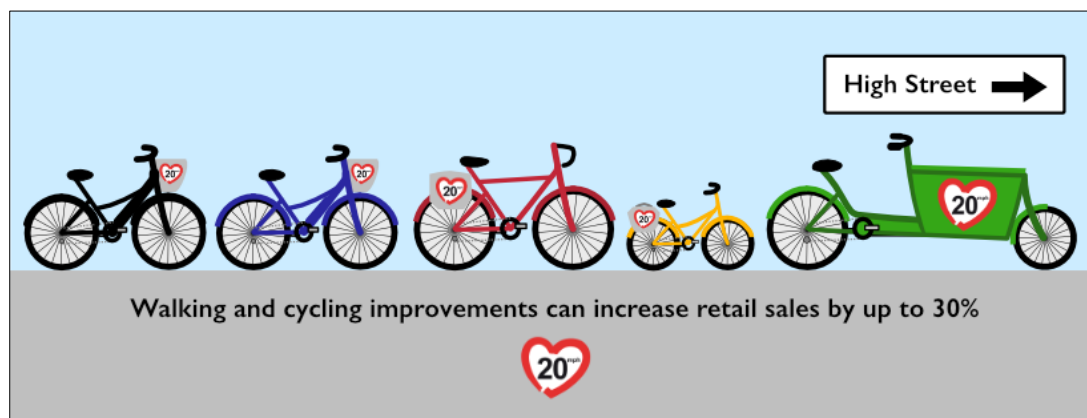
Speed enforcement and compliance

20mph is as enforceable as any speed limit and many police forces, such as Avon & Somerset and the Metropolitan Police prioritise enforcement. Even without regular enforcement, 20mph limits still reduce speeds, collisions and casualties.

Driver education and in-car technology will further increase compliance over time: many drivers welcome that Intelligent Speed Assistance ensures that they do not break the law inadvertently. Automatic recording of collision speeds will potentially determine liability for collisions.

Better for business

There is evidence of retail sales increasing by up to 30% when people walk or cycle rather use their car to visit their local high street. People also visit their local high street more often when they walk or cycle, on average, spending 40% more than those who drive (source: TfL 2013). The association of 20mph with increased walking and cycling shows the benefit to local businesses.



Lowering road casualty costs

Road casualties are predictable and preventable and cost the UK over 2% of GDP. With speed as a factor in nearly half of fatalities¹⁰, and likely causative in many more, 20mph reduces casualty costs, as well as pain and suffering.

Wide area 20mph limit schemes cost no more than £10 per head and typically pay back within months. Larger areas tend to be cheaper per person, since they need fewer signs. Smaller places can band together to share costs, such as the Traffic Regulation Orders.

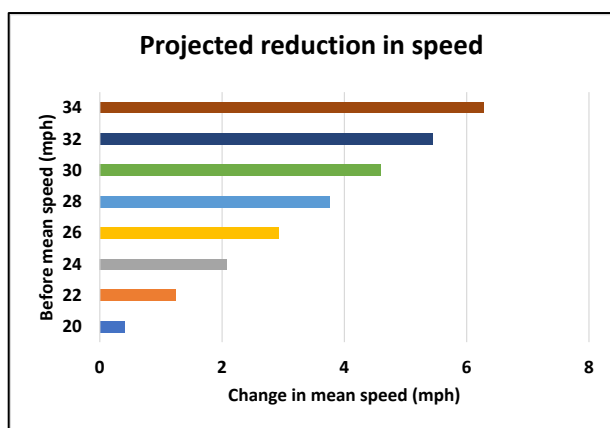
Local Authority calculator	Local Authority	Cornwall			
	Cost per head	£8.00	Note 3		
	Streets covered	80%	Note 4		
	Casualty savings	25%	Note 5		
		All roads	30mph roads	Note	
DfT reported road casualties in Cornwall in 2019		1,616	687	43%	1
Of which: Killed			4		
Seriously injured			110		
Slightly injured			573		
Cost of reported casualties		£130.0m	£43.3m	33%	2
Including medical and ambulance			£2.5m		
Cost per person in Cornwall			£78		
Cost per person to implement 20mph			£8		
One-off implementation cost @ £8 per person			£3.5m	Covers 80% of the population	
Expected casualty reduction of 25%			137	(all severities)	
Expected annual benefit			£8.7m	Based on 25% casualty savings	
Payback (months); first year IRR; 5 year benefit			4.8	249%	£40m

A calculator on the 20's Plenty website shows the cost/benefit for your Highway Authority¹¹.

¹⁰ https://www.20splenty.org/tfl_20mph_data

¹¹ https://www.20splenty.org/cost_benefit_calculator

CASE STUDY 1: Scottish Borders, Oxfordshire, Wales, Kent and Hampshire

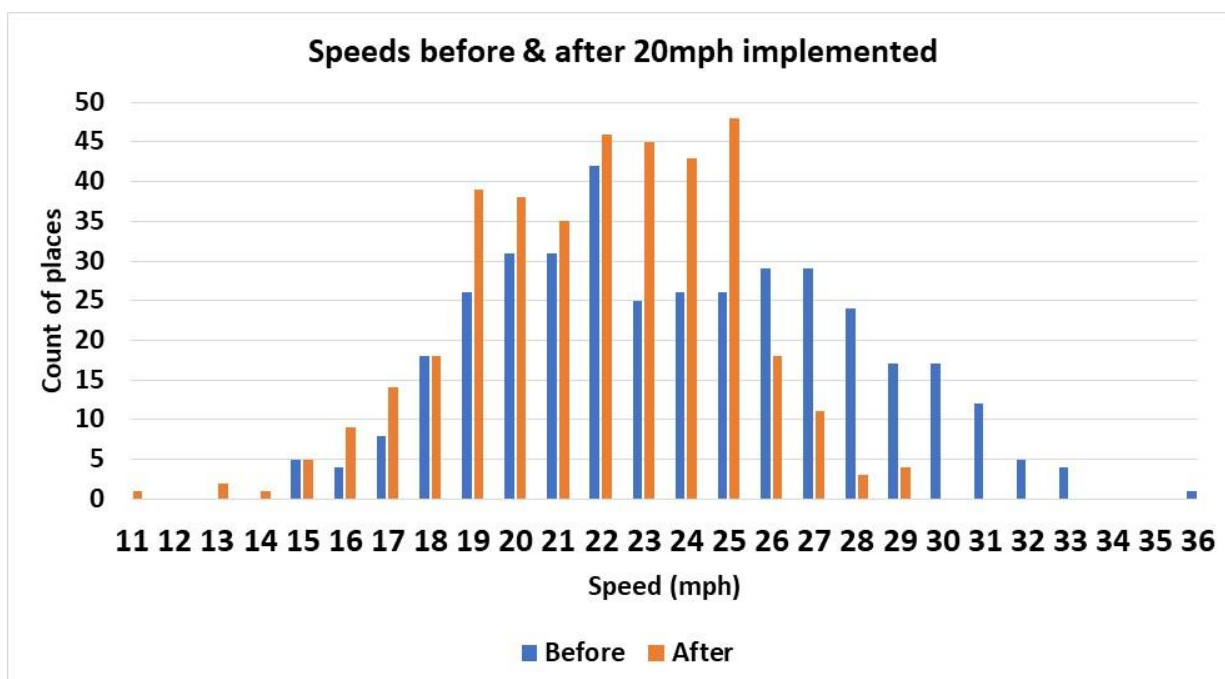


In a scheme involving over 100 communities in the **Scottish Borders**, speeds reduced by an average of 3mph, even without additional enforcement. Greater reductions - up to 6mph - were seen in places where higher mean speeds were recorded before 20mph was implemented. This pattern was repeated in schemes in the **Wales, Oxfordshire, Kent, Hampshire**, Edinburgh and most recently on TfL red routes¹².

Another significant finding was that the total number of places recording higher speeds fell. Out of nearly 400 sites, 68 had mean speeds above 28mph before 20mph was implemented. This reduced by 90% to just six after implementation.

Pre-speed	Count	
	Before	After
Up to 24mph	208	280
24 - 27mph	104	94
28+	68	6
Total	380	380

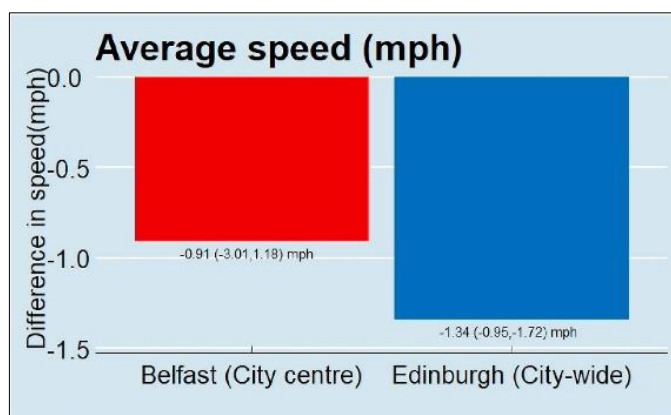
The chart below shows 1) an increase in the number of low speed roads and 2) a higher concentration of speeds around the 24mph enforcement threshold.



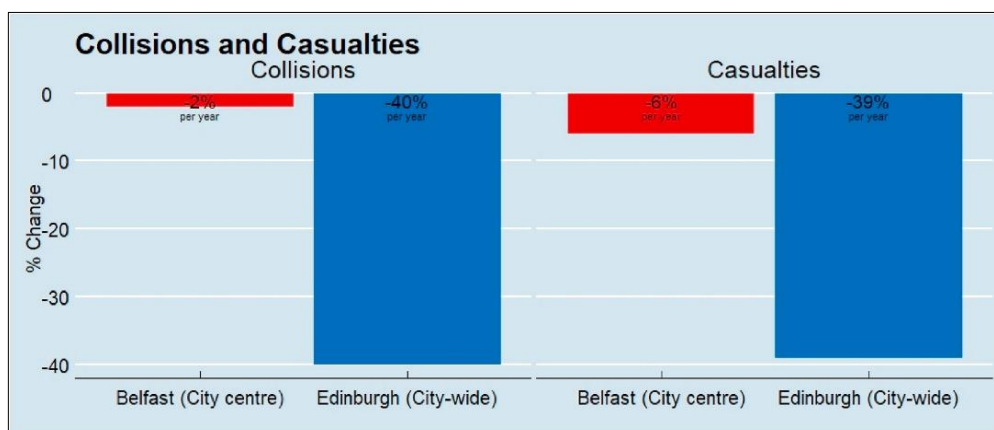
¹² https://www.20splenty.org/tfl_20mph_data

CASE STUDY 2: Edinburgh vs Belfast¹³

Two contrasting schemes show massive benefits of reduced casualties and speeds that come from implementing a wide-area 20mph in **Edinburgh** versus a small-scale, limited scheme in **Belfast**.



- The **Belfast** implementation on just 76 city-centre streets had speeds that were already below 20mph and included 27 partly pedestrianised streets. In addition, there was little community engagement or marketing of the scheme. Predictably, speeds and casualties changed little.
- In **Edinburgh**, by contrast, the widely publicised scheme covering the whole of the city resulted in lower speeds and casualties reduced by 39%, with fatalities down by a quarter¹⁴.



The difference in outcomes is stark: a small and isolated 20mph scheme without publicity saw little change on congested city-centre streets where speeds were already low. A city-wide scheme with engagement and education and including the city-centre, suburbs, residential areas, shopping streets gained significant speed and casualty reductions.

¹³ <https://www.sciencedirect.com/science/article/pii/S2214140521001717?via%3Dihub>

¹⁴ <https://www.edinburghnews.scotsman.com/news/transport/edinburgh-20mph-speed-limits-deaths-crashes-and-casualties-reduced-by-20mph-limit-researchers-say-3861288>

CASE STUDY 3: Bristol

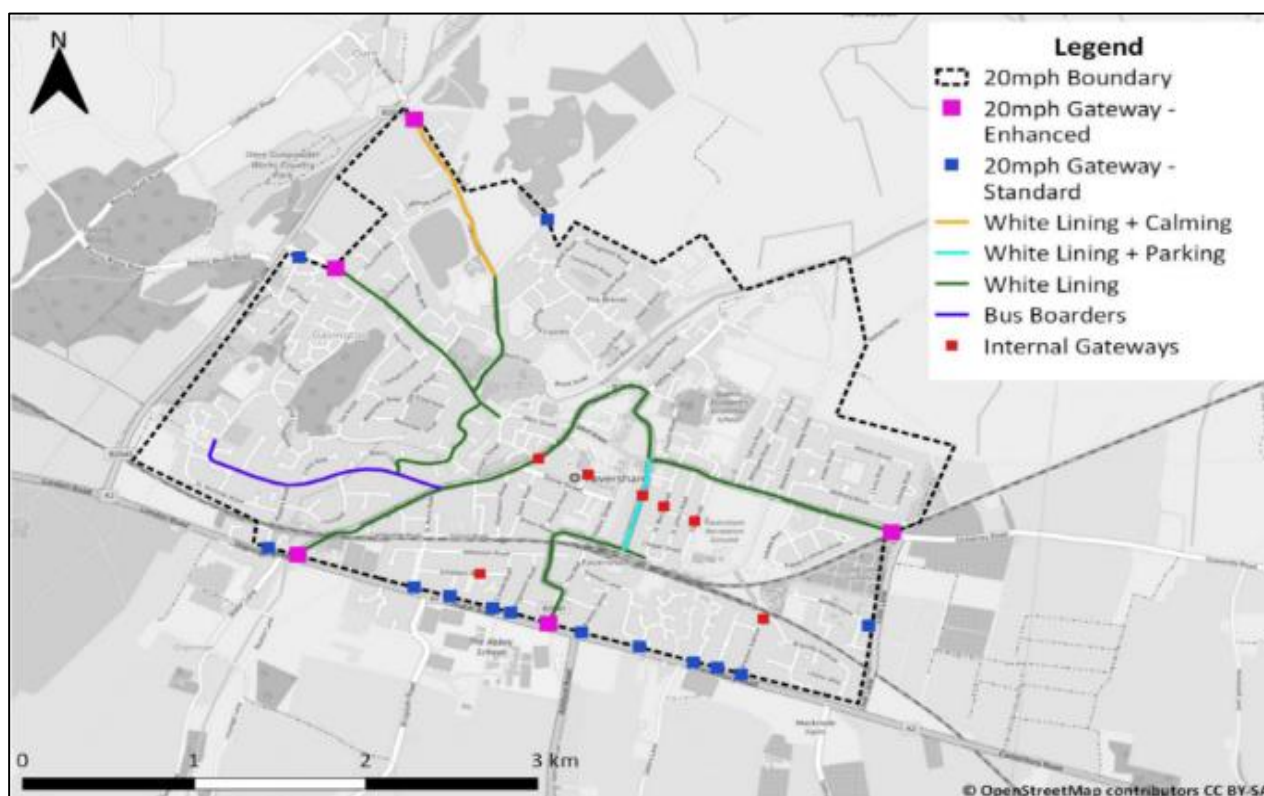
Much of Bristol is now 20 mph. Studies found that speeds on 94% of surveyed roads had fallen, with an overall 2.7mph reduction in average speeds offering estimated casualty reductions per year of 4.53 fatalities, 11.3 serious injuries and 159.3 slight injuries¹⁵.

These total an estimated cost saving of over £15 million per year - annual savings over 5 times greater than the one-off roll-out cost of £2.77m mostly funded by Government. Over a ten-year period, 20mph in Bristol will have saved 45 lives, 113 serious injuries, 1,593 minor injuries, and accrued savings of over £147m net - a fantastic return on a public health investment! 20mph also saves drivers on average £50 per vehicle per year on fuel.

CASE STUDY 4: Faversham

In this historic market town of 20,000 people in Kent, 20's Plenty for Faversham successfully campaigned for a town-wide 20mph limit, which went live in September 2020. As well as being popular, speeds reduced by 4–5 mph on the faster roads.

The strength of local support and the technical design persuaded Kent County Council that it would be more cost-effective to implement a town-wide 20mph speed limit. The highway authority accepted low-cost techniques to reduce traffic speeds: attractive gateways to the settlement announcing the speed limit change and resident-led 'Community Corners', as planters at key locations.



¹⁵ <https://uwe-repository.worktribe.com/output/875541>

Agenda Item 24/124i

TREE WORK AT THE VILLAGE GREEN REPORT

For Hatfield Broad Oak Parish Council
Agenda Item 24/124i for 19/11/2024 Parish Council Meeting
Prepared by Parish Clerk

Members need to **CONSIDER** a tree surgery provider for recommended work in Compartments 2, 3, and 5 and which compartment to prioritise at this moment.

Background:

Three companies—Bartlett Tree Experts, Long Acre Tree Surgery, and Ascending Arbs—submitted quotes based on the tree survey report. However, only Bartlett Tree Experts and Long Acre Tree Surgery conducted on-site assessments, while Ascending Arbs submitted a quote based solely on the survey schedule.

Long Acre Tree Surgery, which prepared the initial tree survey report, provided a cost breakdown per compartment but this came in at the most expensive overall.

Although Ascending Arbs offered the lowest quote, their submission lacked sufficient detail and omitted insurance information, making them a less viable option.

Bartlett Tree Experts, who performed a thorough on-site inspection, provided the most competitive overall quote.

Tree Work to be carried out according to Tree Survey:

Priority 2 means work is recommended to be carried out within 3 months.

Red: Not Acceptable risks will be reduced to an Acceptable level

Amber/Orange: Not Tolerable risks will be reduced to an Acceptable level, but with a lower priority than red Not Acceptable risks

Amber/Orange: Tolerable risks will not be reduced but may require an increased frequency of assessment than green Acceptable risks

Compartment 2: Opposite Duke's Orchard

- Contains 4 Trees with an **ORANGE** risk level, priority 2

Compartment 3: Along B183 from Duke's Orchard up to Vehicle Entrance at VG.

- Contains 3 Trees with an **ORANGE** risk level, priority 2
- Contains 1 Tree with a **RED** risk level, priority 2 to be dealt with as soon as reasonably practicable.

Compartment 5: Chestnut Copse at VG

- Contains 9 Chestnut Tree overall with 8 on an **ORANGE** risk level, priority 2
- Contains 1 Chestnut Tree on a **RED** risk level, priority 2

1. BARTLETT TREE EXPERTS

- **Total Cost:** £12,936.00 (includes VAT)
- **Details:** Comprehensive approach, specifying individual tree tasks across various compartments (e.g., crown lifting, pollarding, deadwood removal). Leave wood chips and log wood on site.
 - **Compartment 2:** *High Street opposite Duke's Orchard*
 - **3 Sycamores:** Reduce weight over road 50%, Crown lift to 5m
 - **1 Lime Tree:** Deadwood
 - **Compartment 3:** *B183 along the Village Green*
 - **Sycamore:** Reduce weight over road 50%, Crown lift to 5m
 - **Ash:** Pollard at 12m
 - **Chestnut:** pollard at 8m **RESOLVE ASAP**
 - **Ash:** Crown lift to 5m. Deadwood
 - **Compartment 5:** *Chestnut Copse on the VG*
 - **9 Chestnuts:** Various work from crown lift to 3m, 30% lateral limb reduction to Monolith to 4m.
 - **TOTAL Compartments 2,3 and 5: £9360**
- **Traffic Management:** £1056 (includes VAT) 2-way traffic lights
- **Equipment:** Includes MEWP 20m truck hire for 1 day £720 (includes VAT) and MEWP 26m for 2 days £1800(incudes VAT).
- **Schedule:** Weekday-only work.
- **Insurance:** £10 million public liability

2. LONGACRE TREE SURGERY LTD

- **Total Cost:** £13,608 (includes VAT)
- **Details:** Compartments are individualised.
 - **Compartment 2:** *Opposite Duke's Orchard* £1560
 - **Compartment 3:** *Along B183* - £4560 *must include Traffic management cost*
 - **Compartment 5:** *Chestnut Copse on VG* £4500
 - **Total Compartments 2,3 and 5: £10,620**
- **Traffic Management:** £1548 (includes VAT) for 2-way lights
- **Equipment:** Includes MEWP hire £1440 (includes VAT)
- **Insurance:** £5 million public liability

3. ASCENDING ARBS TREE SERVICES LTD

- **Total Cost:** £12,121.92 (includes VAT)
- **Details:** Covers a range of arboricultural practices, including crown reduction, pollarding, and deadwood removal. Includes green waste removal, traffic management, and skilled labour.
- **Equipment:** Uses HGV arb truck, towable woodchipper, and other essential tools.
- **Traffic Management:** Only mentions 'appropriate traffic management'

Recommendation

After carefully considering the balance between cost, scope of work, and overall service quality, the following conclusions were reached:

- **Bartlett Tree Experts** provides a detailed scope of work, including traffic management at no additional cost, along with safety measures and clear scheduling. They offer the lowest overall price compared to Long Acre Tree Surgery, making them the most cost-effective option while maintaining a high level of service. Bartlett also offers £10m Public Liability Insurance coverage.
- **Long Acre Tree Surgery Ltd** provides a slightly higher cost than Bartlett Tree Experts. While their pricing is still reasonable and they have a strong reputation for quality service, Bartlett Tree Experts offers a better value overall. Long Acre Offers £5 million Public Liability Insurance coverage.
- **Ascending Arbs Tree Services Ltd** offers a mid-range price, with a focus on waste removal and a qualified team. However, they did not carry out a site visit and provided a quote lacking sufficient detail, including no insurance information.

Bartlett Tree Experts is recommended for their thorough, well-documented coverage of all aspects of the tree work, including equipment use, scheduling, and safety measures, at the most competitive price. Long Acre Tree Surgery Ltd, while reputable, is not as cost-effective as Bartlett. Ascending Arbs is not recommended on this occasion due to the lack of necessary information, absence of a site visit, and missing insurance details.



☐ Resources

Feedback

Advice notes 23 Oct 2024

LOCAL GOVERNMENT SERVICES PAY AGREEMENT 2024/25

This advice note was last updated on 23 October 2024.

The Local Government Association has informed us that the National Joint Council for Local Government Services (NJC) has reached an agreement on rates of pay applicable from 1 April 2024 to 31 March 2025. We encourage employers to implement this pay award as soon as possible.

Backpay for employees who have left employment since 1 April 2024. If an ex-employee requests it, we recommend that employers pay any monies due to that employee from 1 April 2024 to the employee's last day of employment. The table below lists the new pay scales for clerks and other employees employed under the terms of the model contract, including SCPs 50 and above. These should be retrospectively applied from 1 April 2024.

Hourly rates have been calculated using the NJC-agreed formula: annual salary divided by 52.143 weeks (which is 365 days divided by 7) divided by 37 hours (the standard working week).

* Hourly rates

	1 April 2024		Scale ranges
SCP	£ per annum	* £ per hour	Based on SCP
2	£23,656	£12.26	Below LC Scale (for staff other
3	£24,027	£12.45	Below LC Scale (for staff other
4	£24,404	£12.65	Below LC Scale (for staff other
5	£24,790	£12.85	Below LC Scale (for staff other
5	£24,790	£12.85	LC1 (below substantive range)
6	£25,183	£13.05	LC1 (below substantive range)
7	£25,584	£13.26	LC1 (substantive benchmark r
8	£25,992	£13.47	LC1 (substantive benchmark r
9	£26,409	£13.69	LC1 (substantive benchmark r
10	£26,835	£13.91	LC1 (substantive benchmark r
11	£27,269	£14.13	LC1 (substantive benchmark r
12	£27,711	£14.36	LC1 (substantive benchmark r
13	£28,163	£14.60	LC1 (above substantive range)
14	£28,624	£14.84	LC1 (above substantive range)
15	£29,093	£15.08	LC1 (above substantive range)
16	£29,572	£15.33	LC1 (above substantive range)
17	£30,060	£15.58	LC1 (above substantive range)
18	£30,559	£15.84	LC2 (below substantive range)
19	£31,067	£16.10	LC2 (below substantive range)
20	£31,586	£16.37	LC2 (below substantive range)
21	£32,115	£16.65	LC2 (below substantive range)
22	£32,654	£16.93	LC2 (below substantive range)
23	£33,366	£17.29	LC2 (below substantive range)
24	£34,314	£17.79	LC2 (substantive benchmark r
25	£35,235	£18.26	LC2 (substantive benchmark r

26	£36,124	£18.72	LC2 (substantive benchmark range)
27	£37,035	£19.20	LC2 (substantive benchmark range)
28	£37,938	£19.66	LC2 (substantive benchmark range)
29	£38,626	£20.02	LC2 (above substantive benchmark range)
30	£39,513	£20.48	LC2 (above substantive benchmark range)
31	£40,476	£20.98	LC2 (above substantive benchmark range)
32	£41,511	£21.52	LC2 (above substantive benchmark range)
33	£42,708	£22.14	LC3 (below substantive range)
34	£43,693	£22.65	LC3 (below substantive range)
35	£44,711	£23.17	LC3 (below substantive range)
36	£45,718	£23.70	LC3 (below substantive range)
37	£46,731	£24.22	LC3 (substantive benchmark range)
38	£47,754	£24.75	LC3 (substantive benchmark range)
39	£48,710	£25.25	LC3 (substantive benchmark range)
40	£49,764	£25.79	LC3 (substantive benchmark range)
41	£50,788	£26.32	LC3 (substantive benchmark range)
42	£51,802	£26.85	LC3 (above substantive benchmark range)
43	£52,805	£27.37	LC3 (above substantive benchmark range)
44	£54,071	£28.03	LC3 (above substantive benchmark range)
45	£55,367	£28.70	LC3 (above substantive benchmark range)
46	£56,708	£29.39	LC4 (below substantive range)
47	£58,064	£30.10	LC4 (below substantive range)
48	£59,300	£30.74	LC4 (below substantive range)
49	£60,903	£31.57	LC4 (below substantive range)
50	£62,377	£32.33	LC4 (substantive benchmark range)
51	£63,881	£33.11	LC4 (substantive benchmark range)
52	£65,943	£34.18	LC4 (substantive benchmark range)
53	£68,000	£35.25	LC4 (substantive benchmark range)

54	£70,065	£36.32	LC4 (substantive benchmark r
55	£72,145	£37.39	LC4 (above substantive bench
56	£74,198	£38.46	LC4 (above substantive bench
57	£76,277	£39.54	LC4 (above substantive bench
58	£78,315	£40.59	LC4 (above substantive bench
59	£80,247	£41.59	LC4 (above substantive bench
60	£82,221	£42.62	LC4 (above substantive bench
61	£84,243	£43.67	LC4 (above substantive bench
62	£86,319	£44.74	LC4 (above substantive bench

RELATED TOPICS

Employment

☐ Return to listing

YOU MAY ALSO BE INTERESTED IN



☐ 29 Oct 2024

NALC BACKS MUMSNET CAMPAIGN TO PUBLISH PARENTAL LEAVE POLICIES

We are pleased to endorse Mumsnet's campaign to encourage public sector organisations to publish their parental leave policies openly.



☐ 23 Oct 2024

NALC PUBLISHES LOCAL GOVERNMENT SERVICES PAY AGREEMENT 2024/25

We have published an advice note on the local government services pay agreement 2024/25 on pay rates applicable from 1 April 2024 to 31 March 2025.



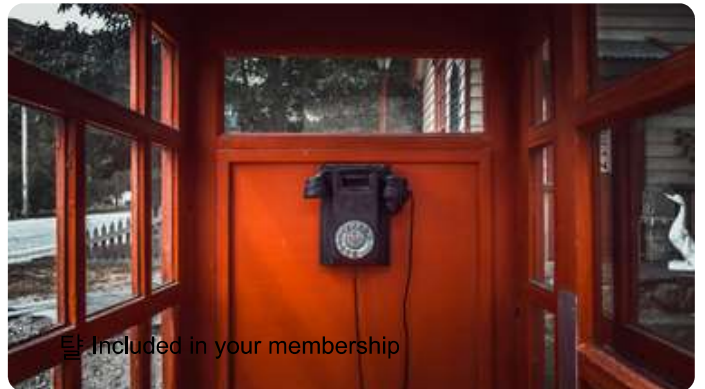
탈 Included in your membership

☐ 11 Oct 2024

SEXUAL HARASSMENT IN THE WORKPLACE

This advice note focuses on the new positive duty for councils (employers) to prevent sexual harassment in the workplace.

Advice notes



탈 Included in your membership

☐ 09 Aug 2024

WHISTLEBLOWING POLICY

Explore our latest template policy on whistleblowing, tailored for parish and town councils.

Templates



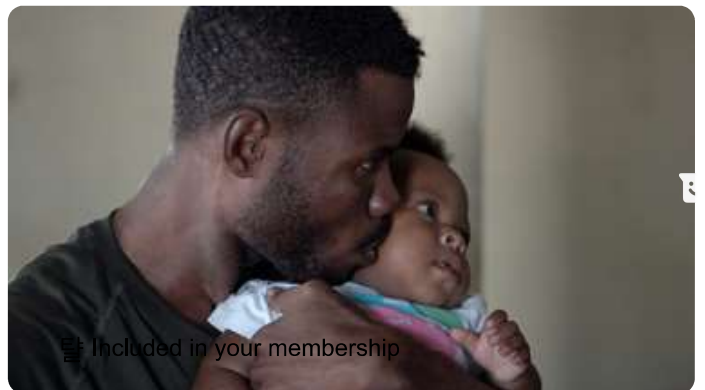
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☐ 09 Aug 2024

SICKNESS ABSENCE POLICY

Explore our latest template policy on sickness absence, tailored for parish and town councils.

Templates



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☐ 09 Aug 2024

PATERNITY LEAVE AND PAY POLICY

Explore our latest template policy on paternity leave and pay, tailored for parish and town councils.

Templates

NATIONAL ASSOCIATION OF LOCAL COUNCILS

We are the only recognised national membership organisation for community, neighbourhood, parish, and town councils. We believe these vibrant and dynamic councils are at the centre of community effort, delivering services and giving their communities a democratic voice.



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Agenda Item 24/129vii

Agenda Item 24/129vii – BRIGHT HR Package Details

From BrightHR Email:

To confirm your current package includes;

- The BrightHR software will allow you to manage the employee details, documents, rotas, holidays and other absences, calculate holiday pay, time off in lieu, set reminders for important dates and has a handy app to utilise to make it accessible on the go.
- In addition to the HR Software you also have our HR advice line providing you with 24/7 advice and support for your employment law queries along with access to a plethora of documents and templates for all your HR needs.
- Furthermore, BrightHR also include 2 fantastic apps completely free of charge which are Blip and PoP.
 - Blip can be used to ensure that employees are clocking in and out of work including breaks and even those working from home can use this app. Simply by setting up either a QR code or Geofence for the business address or home address for those working from home.
 - PoP is our expenses app, where employees can upload images of receipts, mileage etc, to be added to their expenses account for payment.

If you need any technical assistance, help and support is close at hand by simply visiting our website via this link: www.brighthr.com/help where you will find guides, videos and FAQ's.

Furthermore. if you need any additional training, why not join one of our free webinar sessions! You can register for 1 or more of sessions via the above link by clicking sign up.

Paid Expenditure Transactions

Paid between 08/10/24 and 14/11/24

Agenda Item 24/129ix

Start of year 01/04/24

Payment Reference	Paid date	Order no	Gross	Details
CARDPMT241010	10/10/24	253	£8.75	Virtual Landline Payment for September
CARDPMT241010	10/10/24	254	£22.98	Ink Factory Ink purchase for printer
CARDPMT241010	10/10/24	264	£3.00	Unity Trust Monthly Fee for Commercial Payment Card
CARDPMT241010	10/10/24	265	£39.11	Torne Valley STIHL Nylon Trimmer Line x 6
CARDPMT241010	10/10/24	266	£168.00	STIHL AK System Battery x 2 for Strimmer
FPS241011FCS	11/10/24	245	£6,278.40	Farm & Country Suppliers Deposit for Fencing Work on the VG
FPS241011EA	11/10/24	246	£1,752.00	Essex Association of Local CiLCA Training
FPS241011FCS	11/10/24	247	£1,932.60	Farm & Country Suppliers 50% deposit install Height Barrier
FPS241011JWD	11/10/24	248	£252.00	JWD Project Management Ltd Grass Cutting
FPS241011STM	11/10/24	249	£25.00	Hall Hire - 22nd August
FPS241011STM	11/10/24	250	£125.00	Hall Hire - 14/08,03/09,25/09,15/10,29/10
FPS241011RCCE	11/10/24	251	£1,050.00	Rural Community Council of 50% remainder balance
FPS241011HBOPCC	11/10/24	252	£41.00	HBO PCC Neighbourhood Plan Leaflet distribution
FPS241011TTW	11/10/24	255	£1,342.43	Staff Wages and Overtime
FPS241011EPF	11/10/24	256	£405.27	Pension Contributions
FPS241011TBS	11/10/24	257	£213.60	TBS Hygiene Ltd Litter and Dog Waste service
FPS241011HBOPCC	11/10/24	278	£600.00	HBO PCC Grant to help with Printing Fees overall
DD241024HMRC	24/10/24	279	£271.27	HMRC Employer PAYE payment - DD
FPS241025CW	25/10/24	270	£35.11	Castle Water Village Green Water usage

Paid Expenditure Transactions

Start of year 01/04/24

paid between 08/10/24 and 14/11/24

Payment

Reference	Paid date	Order no	Gross	Details
FPS241025HBOVH	25/10/24	271	£25.00	HBO Village Hall Booking - 16 November -
CHG241031UT	31/10/24	282	£5.40	Unity Trust Service Charge
FPS241104KFD	04/11/24	269	£1,146.36	Kingfisher Direct Limited Salt Bins x 3 Salt Spreaders x 2
FPS241114CW	14/11/24	283	£37.79	Castle Water Village Green Water usage
FPS241114TTW	14/11/24	292	£1,530.36	Staff Salary and Overtime
FPS241114EPF	14/11/24	293	£523.66	Employee and Employer Pension Contributions
Total			£17,834.09	

The following were also made on the Unity Trust Payment Card:

08/10/2024 – Argos – Canon CLI571- Ink Cartridges £49.99

12/10/2024 – Amazon – Folding Saw 360mm £58.36

25/10/2024 – Virtual Landline – Parish phone number £8.75

12/11/2024 – Morrisons – A4 printing paper x2 packs £8.00

Agenda Item 24/129ix

Hatfield Broad Oak Parish Council

Expenditure transactions – November payments approval list

Start of year 01/04/24

No	Gross	Vat	Net	To pay	Date	Invoice	Details
288	£1,521.60	£253.60	£1,268.00	£1,521.60	30/09/24	1008065	Birketts - Interim invoice for costs incurred to date
272	£305.00	£0.00	£305.00	£305.00	09/10/24	DN83508/SO47	Harper Office - Defibrillator Battery
275	£35.50	£0.00	£35.50	£35.50	11/10/24	24254	Matthews Plants Ltd - Flowers and Compost for planters
277	£1,749.00	£0.00	£1,749.00	£1,749.00	11/10/24	0000109885	Uttlesford District Council - Garden Waste Weekend Service 2023
273	£96.00	£16.00	£80.00	£96.00	16/10/24	18046	Essex Association of Local Councils - Clerk Training
287	£4.79	£0.00	£4.79	£4.79	29/10/24		Mark Strutt - Expenses - Postage for sending Clerk Package
290	£534.00	£89.00	£445.00	£534.00	30/10/24	HBO1Q	JWD Project Management Ltd - Grass Cutting October
285	£183.00	£0.00	£183.00	£183.00	07/11/24	MEM251165-1	Society of Local Clerks - Annual SLCC Membership fee
286	£600.00	£100.00	£500.00	£600.00	07/11/24	SI-78497	Bidwells - Market Appraisal for land at Village Green
276	£124.20	£0.00	£124.20	£124.20	09/11/24	22997	Matthews Plants Ltd - Flowers for Planters
284	£124.20	£0.00	£124.20	£124.20	09/11/24	22997	Matthews Plants Ltd - Flowersfor Planters
291	£241.20	£40.20	£201.00	£241.20	12/11/24	6160	TBS Hygiene Ltd - Litter and Dog Waste Collection
289	£46.80	£7.80	£39.00	£46.80	14/11/24	7964	Rural Community Council of Essex - NP Community Data Pack
Total	£5,565.29	£506.60	£5,058.69	£5,565.29			

Signature.....

Signature.....

Date.....