

Monk's Hill TRO application

Q1: Type of TRO requesting? If other, please specify

Westbourne Parish Council would like to apply for the speed limit to be reduced outside the children's play area and recreation ground on Monk's Hill in Westbourne.

The Parish Council requests that the 30mph zone in the village is extended approximately three hundred yards to the north, beyond the bend and the entrance to Meadow View Stables on Monk's Hill.

Q2. Why is the TRO necessary? Enter details of why you think this TRO is necessary, including the particular problem you think it will address

Vehicles are currently permitted to travel at speeds of up to 60mph outside the recreation ground, children's play area and car park. This is an accident waiting to happen and poses a huge risk to users of this important and well-used community amenity.

The Parish Council has discussed this issue for years and has been lobbying previous county councillors and officers to support the proposed change. As there has been no progress to date, the Parish Council has worked with County Cllr Andrew Kerry-Bedell to submit this TRO.

To support its application, the Parish Council set up an online petition which gained 427 signatures in favour of the proposed speed limit reduction. <https://chnq.it/wD7zvHjnyT>

In recent years, the rural and historic village of Westbourne has seen an increase in the number of vehicles using its narrow and residential roads due to the increase in housing development in the wider area of West Sussex and Hampshire. Due to its location, many drivers pass through the village to access Emsworth and the A259 and A27, and Emsworth Common Road to Chichester or Havant and the A3.

Vehicles pass the recreation ground and Monk's Hill at high speeds and there is little separation between the highway and car park, which can be dangerous for pedestrians and those with children or dogs, as well as for drivers exiting the car park onto the highway.

Q3. Please attach additional information to support your application. Evidence must be provided of County Councillor support, Town/Parish/Neighbourhood Council support, and local residents support. For example, emails/letters, petitions, meetings held with local residents/businesses etc.

Attach petition and petition poster.

Q4. Enter details if this TRO request will impact on other roads. For example, if it's a one-way street, what other roads would be affected or can a right turn be implemented safely by all vehicles?

The proposed changes are not anticipated to have an impact on other roads.

Q5. Attach a sketch to help us understand more with your request. Upload a sketch (if appropriate) with further details of the request. For example, if you are proposing yellow lines then where you believe the lines should go.

Please see the attached sketch.

Q6. Is there funding available that can be contributed towards the cost of this TRO?

The Parish Council has set aside some funds in support of its application.

East Street TRO application

Q1: Type of TRO requesting? If other, please specify

Westbourne Parish Council would like to apply for the following highway improvements to be made to the one-way section of East Street in Westbourne:

- Double yellow lines to be repainted and extended to North Street to prevent parking on the corner of the junction.
- Repair the cracked pavement and widen it to around 1.5m from Harold Road to East Street
- Install eight metal Glasdon bollards on the edge of the pavement to prevent parking on the pavement.

Q2. Why is the TRO necessary? Enter details of why you think this TRO is necessary, including the particular problem you think it will address

On 8 December 2023, a number of residents who live on the one-way section of East Street in Westbourne attended the Parish Council's Full Council meeting to request that improvements were made to the highway to prevent unauthorised parking on the narrow section of road.

Residents said that persistent parking on the pavement, often directly outside their front doors, had caused damage to properties over the years, restricted the passage of vehicles, limited the road width for passing vehicles, including HGVs, and pedestrians were forced to walk into the road due to the narrow width of the pavement. Vehicles parking close to properties caused a danger to residents when entering or exiting their homes. Frequent parking on the pavement had caused the paving slabs to crack and there was now an uneven surface. The residents also reported incidents of people driving the wrong way down the one-way road, despite clear 'no entry' signs and markings.

The Parish Council agreed that a number of improvements could be made to the highway in this location and agreed that it would apply to the County Council for a TRO.

To support its application, the Parish Council agreed to consult with the wider community on the proposed improvements. In January 2023, a consultation letter was sent to all properties on neighbouring roads and the consultation was published and promoted on its website, Facebook page and spring edition of the printed newsletter which is sent to all residents in the Parish.

The feedback received from the consultation was in favour of the proposed improvements, as requested in the TRO application, and is submitted as further evidence.

In recent years, the rural and historic village of Westbourne has seen an increase in the number of vehicles using its narrow and residential roads due to the increase in housing development in the wider area of West Sussex and Hampshire. Due to its location, many drivers pass through the village to access Emsworth and the A259 and A27, and Emsworth Common Road to Chichester or Havant and the A3.

The one-way section of East Street is in the centre of the village, close to the Co-op and other local businesses and restaurants in an area where parking is limited. It's a busy road and sees a lot of through traffic.

Q3. Please attach additional information to support your application. Evidence must be provided of County Councillor support, Town/Parish/Neighbourhood Council support, and local residents support. For example, emails/letters, petitions, meetings held with local residents/businesses etc.

Please see the attached consultation letter which the Parish Council sent to all properties on neighbouring roads (which also consulted on highways issues for Whitechimney Row which will be submitted as a separate TRO)/ The consultation was also published and promoted on its:

- website at: http://www.westbournepc.gov.uk/_VirDir/CoreContents/News/Display.aspx?id=55524 ,
- Facebook page at: www.facebook.com/westbournepc
- Spring edition of the printed newsletter, sent to all residents in the Parish and a copy of which can be found at http://www.westbourne-pc.gov.uk/_UserFiles/Files/Newsletter%20Spring%202023%20low%20res.pdf .

Please see the attached consultation response document.

Q4. Enter details if this TRO request will impact on other roads. For example, if it's a one-way street, what other roads would be affected or can a right turn be implemented safely by all vehicles?

The proposed changes are not anticipated to have an impact on other roads.

Q5. Attach a sketch to help us understand more with your request. Upload a sketch (if appropriate) with further details of the request. For example, if you are proposing yellow lines then where you believe the lines should go.

Please see the attached sketch.

Q6. Is there funding available that can be contributed towards the cost of this TRO?

The Parish Council has set aside £3k in support of its application.

District Cllr Report for PC July 2023

We have had our initial Cabinet and Annual Council, Cabinet considered a number of items from the previous Council all approved addressing issues like funding to retain temp staff in dealing with planning Applications and Maintenance Contracts.

The Councils main task was to appoint the new Leader, Cabinet Members and membership of panels and Committees.

I was disappointed however that the 1st order of the day was a question from a New Cllr about how CDC can be inclusive toward the non-Binary community, whilst I appreciate, we need to be inclusive, there has never been an issue in relation to this at CDC and we have more pressing matters like the Cost-of-Living Crisis and the Environment. Not once was this issue raised during the election.

For my part I am on the Planning Committee, the Development Plan and Infrastructure panel, Portsmouth Water Customer Focus group, CDC Appeals Committee, Redundancy Cttee and Standards Committee. (So Far)

The Planning Committee do deal with applications both in the SDNP and CDC area.

There has been a lot of induction training I have attended but am disappointed by the uptake of Cllrs, only 7 out of 36 turned up for the Environment Panel Training. 12 for the Big Issues and Regeneration. I have been to all of them and found it very useful not only as a refresher but to learn of updates to National and Local Policies.

Planning.

Business as usual

The Local Plan Review (LPR) Consultation has finished, and I think, at the moment, there is no intention to change the trajectory although I await the 1st Dev plan and Infrastructure Panel, which will give me ore of an understanding. CDC are asking for a reduction in numbers from 650 to 575 per annum, and that there will be no further development, once adopted, on the Manhood Peninsular due to the Highway network and flooding to a much lesser degree, The main development will be along the A259 Corridor, Southbourne and Tangmere the main areas of development 1050 proposed for Southbourne over the 15 yr. period, but they are more likely to come later in the Plan period due to the Southern Water issues.

Policing.

I have attended an event held by the Commissioner where consideration was given to improving Public Confidence in the Police. I made it clear the only way this can be achieved is by a more visible presence and a more robust approach to dealing with Rural Crime and Low Level ASB. If these issues are tackled firmly at the start, then they will not develop into the problems we now Face. It appears though that the Police, operationally at least, insist on the Threat, Risk Harm approach. So if you experience any issue please report it to the Police or they think nothing is happening and direct patrols to other areas. Very frustrating for us.

District Cllr Report for PC July 2023

The PCSO numbers are increasing but I'm sure many of you will have seen the video footage of the member of Public Reporting a fight and the PCSO saying they aren't a response and couldn't attend. I'm confident that won't happen again, although not warranted officers the sight of a Uniformed officer should put most people off. -----Isn't that the point!!!!

Environment.

Portsmouth Water are attending Overview and Scrutiny at Havant on the 5th July, I have been liaising with my counterpart in Emsworth Cllr Richard Kennett who will ask the pointed and difficult questions to their CEO Bob Taylor about over abstraction.

We have had a report from the EA (Simon Moody regional Director) via Gillian Keegans office (16th June) with an update on Chalk Streams, not exactly what we want from the EA but it shows the Ems is on the radar, and is mentioned as a Priority. I'd still like to see it gain some other form of protection like SSSI or SNC.

The FotE are engaged with ARRT and Wildfish, but the last meeting had to be cancelled due to those organisations being unable to attend. We need to keep the pressure up on PW, I'd like to consider alternatives on how to deal with the EA and their Abstraction Licence. They are the Statutory body and need to deliver for the Environment not the Water Company. The EA say they need to secure a safe, sustainable, and secure drinking water supply----surely that is the responsibility of the Water Company, the EA have the sustainability and Environment as their priority. Perhaps there is too much interchange between employees of the Water Companies and the EA officers?

The harbour, no change there Southern Water have brought £5m in funding forward to line the sewers and stop ingress of Ground water which they blame for the discharges into the harbour-----but that still won't solve the problems with Capacity at the Waste Water Treatment Works. At a recent meeting between the Harbour Conservancy, S/W, the EA, Natural England, and CDC the pollution in the Harbour was discussed and S/W and the EA said the main cause for concern was the Nitrate content and most of that was from intensive farming. I would suggest people don't want to swim in poo, and that the Nitrates are a secondary issue.

Fly tipping

Awaiting a further update but there was a recent spike in Fly Tipping, likely one waste carrier, but our officers continue to investigate those tips to see if they can find any documentation as to the original owner.

Another action day resulted in over 40 vehicles being stopped in a 2-hour period, loads and Licences checked, one vehicle seized for no Insurance another dealt with for Contaminated Fuel, 6 advisories regarding Loads and lights, and 2 businesses had to make sure their registration was complete or face a £3000 fine within 10 days. So out of the 40 over 25% had action taken against them, let's hope the message gets out and they go elsewhere, More Please.

Midhurst.

District Cllr Report for PC July 2023

CDC gave £300 000 to help businesses over the issues caused by the devastating fire, some of that went along with partner funding from the SDNP into securing the site of the Angel Inn and its status as a historic building, which meant as much of the building must be preserved as possible. I am hoping we can recover that money from the Insurers, but that will be a long process and some of the funds in any case went to the business themselves. The road has opened 10 days ahead of schedule.

CDC Grants

We have some small and start up business grants of up to £2000 if match funded, a number of applications currently going through, most businesses in Chichester have less than 5 employees, so these grants can be very useful, speak to our Economic Development team if you're interested. www.chichester.gov.uk/enablinggrantscheme

On top of that there is some funding being made available thru the Rural England Shared Prosperity Fund, I know Westbourne Community Trust made an application which was successful. If you have a project ready to go, please contact our team on,

www.chichester.gov.uk/sharedprosperityfund

We are also promoting a range of Energy Efficiency grants through www.warmerhomes.org.uk

Grants can be awarded toward Air Source Heat Pumps, Insulation or Solar PV, please check our web site for eligibility.

Supporting You Team

Still very valid and they will do everything possible to support you.

<https://www.chichester.gov.uk/supportingyoucampaign>.

They have been well received, anyone struggling should contact them or if you know someone tell them to get in touch, please.

Events/Exhibitions.

Compton are having a Festival this Summer at their Recreation Ground I believe lots of exciting things to see and Do, Save the Date; **2nd Sept 23**. Book your ticket in advance, they need your support to make this a success and encourage our Rural economy thrives. www.comptonfestival.co.uk/ or check the Facebook Page

We have Lordington Lavender. 12th to the 16th July, why not have a lovely day in the lavender fields, check out their website <https://lordingtonlavender.co.uk/about-us/>

Magic of Middle Earth at the Novium Museum, obviously related to Tolken and Lord of the Rings, we've had some fabulous reviews so if you're a fan pop along £4 for adults £2.50 for children.

Plenty of other things happening, it appears we're turning into a wine region, producing some of the best Sparkling Wines in the Country----not allowed to call it Champagne----but just as good if not better.

Lets get our Rural economy going support your farmers and communities.

District Cllr Report for PC July 2023

Chichester Farmers Markets held 1st and 3rd Friday of the Month 9am to 2pm.

Happy to answer any questions,

Thanks, Roy

Minutes



Westbourne

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Minutes of Westbourne Parish Council's Public Services and Natural Environment Committee which took place on Thursday 15 June 2023 at 7.00pm at The Meeting Place, North Street, Westbourne.

Present: Cllr Lade Barker, Cllr Roy Briscoe, Cllr Jane Gould and Cllr Nigel Ricketts.

In attendance: Clare Kennett, Clerk to the Council.

Meeting chaired by Cllr Gould. No members of the press or public were present.

1. Election of the Chairman of the Committee: Cllr Ricketts proposed Cllr Gould, seconded by Cllr Lade. Cllr Gould was **ELECTED** as Chairman of the Committee.

2. Apologies for absence: Cllr Neil Attewell, Cllr Kim Franks and Cllr Richard Hitchcock.

3. Election of the Vice-Chairman of the Committee: It was **AGREED** to defer a decision until the next meeting in November when more members were present.

4. Declarations of interest in the items on the agenda: There were no declarations of interest.

5. Minutes of the meeting on 16 March 2023: Members **AGREED** to **APPROVE** the minutes as a true record and they were signed as such by the Chairman of the Committee.

6. Issues and updates from the minutes of 16 March 2023:

Item 26, 15.7: It was **NOTED** that the Clerk had not yet been to inspect the defibrillator in Woodmancote due to workload but would do so over the summer.

Item 26, 19: Cllr Briscoe said he would contact Tim Ralph about the continued renovation of the fingerpost signs, especially as he still had the sign from Aldsworth. It was discussed that the Clerk could research other companies who renovate signs in case Tim was unable to help.

Item 26, 19: It was **AGREED** to arrange for a handyman to varnish the noticeboards in The Square.

Item 19: Members **RECOMMENDED** that the Parish Council budgeted for two more heritage-style street lamps in financial year 2024/25 for the corner of East Street and Whitechimney Row.

Item 29: It was **NOTED** that the Clerk had not yet submitted the TRO for speed changes on Monk's Hill due to workload but would complete a draft application form over the summer for councillors to consider before it was sent.

Item 30: It was **NOTED** that John Baker had asked to join the National Environment Liaison Group.

7. Highways issues: Members discussed the following highways issues in the Parish:

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- **HGV restriction in Westbourne:** It was **NOTED** that WSCC Highways had offered to install small blue square 'road unsuitable for HGV signs' at the entrances to Westbourne. It was discussed that this would be the best option and that support should be given to Cllr Andrew Kerry-Bedell to progress this.
- **Emsworth Common Road in Aldsworth:** It was **AGREED** that the Clerk would arrange a meeting with Cllr Veltom and Cllr Andrew Kerry-Bedell to discuss applying for improvements under the umbrella of a Community Highways Scheme.
- **Whitechimney Row and East Street in Westbourne:** It was **AGREED** to hold a meeting to discuss this further and the Clerk would circulate a date to members.
- **Bourne Speed Reduction Community Highways Scheme:** Cllr Ricketts said he would complete the Excel spreadsheet with details of proposed speed reductions, as requested by Cllr Kerry-Bedell

8. Update on projects around the Parish: To receive updates on the following:

- Speed Indicator Devices: There was no further update.
- Community Speedwatch Group: There was no further update.
- Defibrillators: There was no further update.
- Village gateways: It was **NOTED** that some of the gateways needed to be repainted and this was possibly a job that could be done by a handyman.
- Fingerposts and street lights
- Trees and tree champions: There was no further update.
- Flooding: There was no further update.
- Grit bins: The Clerk asked councillors to check the bins next time they passed them and if new salt was needed, it could be ordered from WSCC.
- Benches: There was no further update.

9. Natural Environment Liaison Group: There was no update.

10. Announcements and items for the next meeting: It was **NOTED** that some of the street signs in the village were faded and in need of repair. Cllr Ricketts said he would do an audit and send a list to Cllr Briscoe to follow up with the District Council who are responsible for them.

11. Date of next meeting: The next meeting of the Committee was scheduled to be held on Thursday 16 November 2023 at 7.00pm.

Meeting closed at 8pm.

Minutes



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Minutes of Westbourne Parish Council's Recreation Leisure and Amenities Committee which took place on Thursday 15 June 2023 at 8.00pm at The Meeting Place, North Street, Westbourne.

Present: Cllr Roy Briscoe, Cllr Jane Gould and Cllr Nigel Ricketts.

In attendance: Clare Kennett, Clerk to the Parish Council.

The meeting was chaired by Cllr Ricketts. No members of the press or public were present.

1. Election of the Chairman of the Committee: Cllr Briscoe proposed Cllr Ricketts, seconded by Cllr Gould. Cllr Ricketts was **ELECTED** as Chairman of the Committee.

2. Apologies for absence: Cllr Kim Franks and Cllr Richard Hitchcock.

3. Election of the Vice-Chairman of the Committee: It was **AGREED** to defer a decision until the next meeting when more members would be present.

4. Declarations of interest in the items on the agenda: There were no declarations of interest.

5. Minutes of the meeting on 16 March 2023: Members **AGREED** to **APPROVE** the minutes as a true record and they were signed as such by the Chairman of the Committee.

6. Issues and updates from the minutes of 16 March 2023:

Item 22, 15: It was **NOTED** that it had been agreed at the Public Services and Natural Environment Committee, which took place at 7pm on the same day, that Cllr Briscoe would contact Tim Ralph to find out if he was still available to carry out restoration work. If not, the Clerk would find another company who could repaint the swing frames at Monk's Hill playground. The Clerk had also contacted Sovereign about the wooden play equipment regarding the air cracks, rough edges and rotating and missing bars and was waiting for a reply.

7. Monk's Hill recreation ground charity: Westbourne Parish Allotment for Exercise and Recreation (Charity Commission number 265105):

Members **NOTED** the latest Kompan inspection report from 27 April 2023. Members **NOTED** the issues raised with the wooden adult fitness equipment and that the Clerk had contacted Sovereign about repairs. Cllr Ricketts said he would do a site visit to check the swing bushes, roundabout, and rope/net and missing inserts on the large climbing frame. It was discussed that Longmeadows could tighten the gate so that it closed more slowly.

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The Clerk said she would write a list of small repair/remedial jobs that she was aware of so that the Council could decide if it wanted to contract a handyman to help with them. The list would also include other issues in the Parish in addition to things at the recreation grounds.

8. Mill Road recreation ground:

Members **NOTED** the latest Kompan inspection report from 27 April 2023. The condition of the skate park was discussed, as some of the equipment had been listed as amber on the risk assessment. Members **AGREED** that plans were in place to remove and replace all of the equipment, working with the Westbourne Community Trust. There was no update on when building work would start on the affordable homes project but it was hoped that it would be in the autumn.

9. Announcements and items for the next meeting: Cllr Ricketts said he had contacted a number of people about holding a village event at Monk's Hill recreation ground next summer. It was discussed that an events committee might need to be set up next year to progress plans.

10. Date of next meeting: The next meeting of the Committee was scheduled to be held on Thursday 16 November 2023 at 8.00pm.

Meeting closed at 8.40pm.

WESTBOURNE AND SOUTHBOURNE JOINT BURIAL COMMITTEE

Minutes for Westbourne and Southbourne Joint Burial Committee Meeting held at 7pm on 5 June 2023 at Westbourne Cemetery Chapel, Westbourne (ACTION points requiring follow up are noted below in RED)

Present: Southbourne Councillors (SPC) - P Riddoch
Westbourne Councillors (WPC) - R Hitchcock and J Gould

Also in attendance: Lindy Nash as JBC Cemetery Co-ordinator

23.19 The Cemetery Co-ordinator opened the meeting, welcoming all Councillors to the Chapel, particularly Cllr Gould who was attending her first JBC meeting.

23.20 Election of Chair and Vice Chair

It was acknowledged that the Chair needs to be a Westbourne Councillor. However, this would be a difficult role for Cllr Gould as she had only just attended the committee, and Cllr Hitchcock has forthcoming medical commitments which means his availability could be limited. Cllr Hitchcock also believed that Cllr Ricketts was willing to stand as JBC Chair. In recognition of this, it was agreed to defer this appointment until the next JBC meeting.

Cllr Riddoch was the only Cllr present for Southbourne. However, she was happy to accept the nomination to be JBC Vice Chair and this was unanimously supported by Cllrs Hitchcock and Gould. Cllr Riddoch also agreed to Chair this evening's meeting.

23.21 Apologies for Absence

Cllr Riddoch took the Chair and noted that apologies had been received from Cllrs Tait (SPC) and Ricketts (WPC). These were duly accepted. No message had been received from Cllr Money (WPC). However, since he is newly elected, the Co-ordinator agreed to check with the Southbourne Clerk that he is receiving his emails. For this meeting however, his absence was duly noted.

23.22 Declarations of Personal and Pecuniary Interests – None were made.

23.23 Minutes of Meetings

The draft minutes of the last JBC meeting, held 27th March 2023, were duly considered. It was noted that the Co-ordinator had occasionally referred to the 'Clerk' when the term 'Co-ordinator' should have been used. She would correct this. Other than that however, the minutes were considered a fair reflection of the March meeting and were duly accepted (proposed by Cllr Hitchcock and seconded by Cllr Riddoch).

23.24 Updates and Issues

The Co-ordinator noted that the annual insurance renewal quote had been received yesterday for the JBC. The amount payable to renew with Hiscox

Insurance is £2994.42. This compares to 2726.20 which was paid to this company in June 2022 (representing a rise of £268.22, ie. approximately 10%). Cllrs recognised that this rise was broadly in line with current inflation and unanimously agreed to accept the quote for this year. However, **ACTION: the Co-ordinator needs to ensure that at least three comparative quotes are obtained next year in order to ensure that the cost is market tested.**

23.25 Annual Review of Terms of Reference and Memorandum of Understanding

After discussion, the following observations were made:

- Both documents, although there is some duplication, should be retained and annually reviewed at the June Council meeting.
- Item 2.1.5 in the Memorandum of Understanding needs to be removed as it directly conflicts with item 4.6 in the Constitution.
- The reference to the 'clerk' in 2.1.8 (2.1.7 in the revised version, noted below at Appendix B) should read 'cemetery co-ordinator'.
- A discussion took place regarding whether 'substitutes' should be sent in the event of absentees, in order to ensure joint representation of both councils. It was recognised however that there are few occasions where a 'vote' is required and, also, it can be difficult for a substitute to contribute unless they have some background knowledge of the topics being discussed. It was therefore agreed that an informal arrangement is available to JBC Members in the case where an absence is known in sufficient time for a replacement member to be briefed and would be especially sought in circumstances where a matter were expected to require a vote.

23.26 Cemetery Co-ordinator's Report

The Co-ordinator introduced her report and the following was noted:

- Huge thanks go to Cllr Tait for her work in progressing the retrospective planning application to the 'pending approval' stage
- Commonwealth war graves – delivery is awaited
- Castle Water – refund of the £700+ credit on the water account is awaited
- **ACTION: Co-ordinator to e-mail Cllr Riddoch with bank contact number so that she can request her payment card, PIN and authorisation machine**
- Neither Cllrs Hitchcock or Riddoch had had success with local plant groups re planting the metal troughs in the cemetery. After discussion, it was agreed that **ACTION: the Co-ordinator would liaise with Longmeadows, requesting them to ensure there are drainage holes made in the troughs, fill troughs with compost and plant with drought tolerant plants.**
- Co-ordinator's hours will be reviewed at her midyear appraisal with SPC's Clerk later this month. **ACTION: Cllr Riddoch noted that there should be involvement with JBC's Chair and Vice Chair should any JBC related recommendations be proposed for consideration at the next SPC Staffing Committee.**
- Bench options (Item A on the Report) – Cllrs considered whether the less expensive stone bench options should be pursued. However, it was noted that wooden benches already exist within the old part of the cemetery and that they feel more a more natural and comfortable option, plus it is only the wooden options that can accommodate memorial plaques. Following consideration of the wooden options which are supplied by the local Westbourne firm, New Dawn Furniture, it was agreed that the most cost effective option is Racton Regular and that these should be the recommended style for the forthcoming purchases. It was therefore agreed that **ACTION: the Co-ordinator would**

facilitate the purchase of three 5' benches of that design, one expected to be funded by the family who have requested to make such an installation. The benches will need to be cemented in for security purposes.

- White Horse Contract Update (Item B on the Report) – Following discussion, Cllrs agreed for **ACTION: the outstanding retention monies of £3238.86 (which relate to the original works to create the cemetery extension) to now be paid** (this sum, as requested by White Horse, agrees to that noted by the previous Cemetery Co-ordinator in her hand-over notes dated October'22).
- With respect to the additional works requested after the initial White Horse contract, which predominantly involve establishing the wildflower meadow, it was noted with disappointment that this has still not progressed. The Co-ordinator noted that she had had conversations with various Cllrs since the last JBC meeting updating, amongst other things, that White Horse were only offering to use Round Up to spray off before planting wildflower seeds. This had been expressly prohibited by the neighbour for fear of it damaging her horses. Cllrs were all in agreement that this should not be used and, after debating the matter, Cllrs agreed for **ACTION: the Co-ordinator to liaise with White Horse in order to end contractual dealings once the retention monies have been paid and, once this has been confirmed, for her to explore alternative options for establishing the wildflower meadow, possibly via Longmeadows, and to report back at the September JBC meeting.**
- Finance Update (Item C on the Report) – Cllrs were pleased to note that the Internal Auditor had been pleased with the JBC figures and happy to sign off their inclusion within the SPC and WPC AGAR Returns for 22/23.
- With respect to the Auditor's preference for retaining the spreadsheet method for recording JBC revenue expenditure in 23/24, Cllr Riddoch was especially concerned that significant outlay had previously been made to procure the Rialtas package for this purpose. Following discussion and given the Auditor view it was agreed that **ACTION: the Co-ordinator would establish what costs had been incurred re Rialtas and bring that to the next JBC meeting, and she would liaise with the SPC Clerk regarding what she considered acceptable. In the meantime, the JBC accounts would continue to be recorded via the Excel Spreadsheet system used in 22/23.**
- With respect to the ongoing authorisation of JBC payments, Cllrs unanimously agreed that, in future, **ACTION: at least one SPC and one WPC Cllr would authorise the proposed payments from the Co-ordinator's schedule, and then the Co-ordinator would process these payments through the online JBC bank account with her line manager (the SPC Clerk) checking that the payments being paid are in agreement with the authorised schedule.**
- Memorial Testing Update (Item D on the Report) – Following discussion, it was agreed that **ACTION: the Co-ordinator would continue to liaise with the WPC Clerk on this matter, and to explore the option for ICCM Memorial Testing training to be delivered locally, with places to be offered to neighbouring cemeteries with the aim of recouping costs and developing networking contacts.**
- Memorials Request process – Cllrs were unanimously agreed for **ACTION: the Co-ordinator to streamline the current 7 page JBC form in line with those used by Havant Borough and Portsmouth City to ensure only essential detail is requested in order to enable a decision to be made regarding proposed memorials.**

23.27 Future JBC Meeting Dates – the following dates and venues were agreed:

- 7pm September 11th 2023 at Southbourne Church Hall
- 7pm November 6th 2023 at Westbourne Meeting Place (for Budget Planning only)
- 7pm on December 4th 2023 at Southbourne Church Hall
- 7pm on March 4th 2023 at Westbourne Meeting Place.

The meeting closed at 20.26.

APPENDIX A – JBC Constitution – as reviewed and agreed on 5.6.23



Westbourne and Southbourne Joint Burial Committee Constitution

1. Purpose

- 1.1 The purpose of the Constitution is to establish the Terms of Reference and Scheme of Delegation for the Joint Burial Committee (JBC).
- 1.2A Memorandum of Understanding acts as a supplementary and explanatory document to the Constitution to give greater detail on the general administration of the JBC and the role of the two parish councils in overseeing the joint committee.
- 1.3 The purpose of the joint arrangement between Westbourne Parish Council (WPC) and Southbourne Parish Council (SPC) is to manage and maintain Westbourne Cemetery under the direction of the JBC.

2. Background

- 2.1 The JBC is established as a joint committee of WPC and SPC under S101 and S102 of the Local Government Act 1972.
- 2.2 Income: All assets are jointly owned (50:50) and any income generated from the assets should be used towards the running of the Cemetery.
- 2.3 Expenditure: Additional funding from each council towards expenditure should be calculated on the size of the electorate of each parish.

3 Host council

- 3.1 The decision on which parish council acts as host council shall be made by WPC and SPC based on a recommendation made by the JBC.

3.2 It has been agreed that SPC will act as host council for the purposes of the JBC's administration, including:

- the employment of staff
- entering into contracts
- the holding of land.

4 Meetings and membership

4.1 The JBC shall comprise three members of WPC and three members of SPC who shall be appointed annually from each parish council.

4.2 The Chairman and Vice-Chairman of the JBC shall be elected biennially, at the first meeting of the council year following the annual meeting, and will alternate biennially between WPC and SPC. In any year, the Chairman and Vice-Chairman shall not be from the same parish council.

4.3 The quorum for all meetings shall be three members in total with a minimum of one from each council.

4.4 The JBC will meet at least four times per year. Meetings shall alternate between venues in Westbourne and Southbourne.

4.5 The Constitution will be reviewed on an annual basis at the first meeting of the council year following the AGM.

4.6 Non-councillor members may not sit on the committee.

5 Matters delegated to the JBC

5.1 Discharge the burial authority functions on behalf of WPC and SPC at Westbourne Cemetery within the agreed budget as set out in the:

- Parish Councils and Burial Authorities (Miscellaneous Provisions) Act 1970
- Local Government Act 1972
- Local Authorities Cemeteries Order 1977 (S1 1977 No 204)
- Any other legislation relevant to burials and cremations
- Guidance from the Institute of Cemetery and Crematorium Management and the National Association of Local Councils.

5.2 Review and set the Cemetery fees and Cemetery Lodge rent on an annual basis.

5.3 Recommend the budget necessary to discharge the burial authority functions to WPC and SPC by the end of November each year in proportion of their respective electorates.

5.4 Devise and keep under review a three-year business plan and plan and budget for any capital projects or maintenance projects, identifying those in particular over £25,000, and report as necessary to WPC and SPC and make recommendations as to borrowing.

- 5.5 Review and set the rules and regulations for the use of the Cemetery.
- 5.6 Review the need for additional land for burials
- 5.7 Manage and keep in good repair the Cemetery (to include a stringent memorial testing and repair policy), Chapel and Cemetery Lodge, ensuring the Cemetery Lodge meets standards for a rental property.
- 5.8. Manage the letting of Cemetery Lodge and oversee contracts to external suppliers, including grounds maintenance.
- 5.9 Oversee all financial transactions for the JBC and ensure correct financial accounts and record management are in place, including appropriate insurance.
- 5.10 Report on activities on a quarterly basis, or on request, to WPC and SPC. The report to include updated financial accounts and a budget report. Report as necessary on any decisions requiring approval to WPC and SPC.
- 5.11 Direct the work of the Cemetery Coordinator.
- 5.12 Comment on planning applications and report enforcement issues to Chichester District Council, as the local planning authority, on any planning applications or issues adjacent to or affecting Westbourne Cemetery.
- 5.13 Comply with the Local Government Transparency code 2015.
- 5.14 Carry out annually an independent internal audit and include the financial accounts as part of the Annual Governance and Accountability Reviews of both councils.

6. Matters delegated to the Parish Clerk of SPC

- 6.1 Act as line manager to the Cemetery Coordinator.
- 6.2 Implement decisions of the JBC (approved by both councils if necessary) relating to contracts.
- 6.3 Implement decisions of the JBC (approved by both councils if necessary) relating to the holding of land.



Westbourne and Southbourne Joint Burial Committee Memorandum of Understanding

1. Purpose

- 1.1 The Constitution is a legal document to provide certainty about the scope of delegation for the JBC. It is considered to be undesirable for one or either of the parent councils to become involved in delegated matters as it could cause conflict between the councils.
- 1.2 The Memorandum of Understanding acts as a supplementary and explanatory document to the Constitution to give greater detail on the general administration of the JBC and the role of the two parish councils in overseeing the joint committee.
- 1.3 The purpose of the joint arrangement between Westbourne Parish Council (WPC) and Southbourne Parish Council (SPC) is to discharge the burial authority functions for Westbourne Cemetery under the direction of the JBC. It is noted that these functions are delegated to the JBC and not to other committees of either parish council. Therefore, any JBC decisions or issues requiring ratification and approval from the parish councils should be taken to the Full Council for consideration and not delegated to other committees or subcommittees of that council.

2. Background

- 2.1 The legal advice below was provided by Ian Davison, Surrey Hills Solicitors. (Section 2.1.1-9 has been written by the solicitor).
 - 2.1.1 The administration of burial law was substantially recast by the Local Government Act 1972. The Burial Acts 1852-1906 ceased to apply and burial boards as standalone bodies created under the Burial Acts were abolished. Since 1977, the constitutional framework that is applied generally to local authorities under the Local Government Act 1972 and the day-to-day rules for the management of cemeteries are prescribed in the Local Authorities (Cemeteries) Order 1977.
 - 2.1.2 Under s 214 of the Local Government Act 1972 parish councils are burial authorities.

- 2.1.3 Under s101 and 102 of the Act, a local authority, including a parish council, may discharge its functions through a committee, sub-committee, a joint committee or a joint sub-committee or an officer.
- 2.1.4 A committee or joint committee is not a separate body corporate and exists as part of its appointing body or bodies. It cannot therefore enter into contracts, employ staff or hold land. That is not to say that an officer cannot be appointed under the general management of (say) a joint committee or that land cannot be managed through a joint committee. The constitution of a committee and appointments to such a committee are in the hands of the Council.

Similarly, the constitution of a joint committee and appointments to such a joint committee are in the hands of the appointing councils. In the case of a joint committee there should be an agreement between the appointing councils as to membership, terms of reference, the way of and proportions of funding etc. S 103 presupposes that the arrangements especially to finance will be the subject of agreement between the parties. However, s 103 provides for unresolved disagreements over money to be determined by the district council.

- 2.1.5 The Local Government Act 1972 envisages that there could be other means of joint working, e.g. through delegated agreements where one or more councils delegate their functions to another: S 101, or through contributions to another authority where both have concurrent functions: s 136.
- 2.1.6 The principal power under which land is to be acquired is s 124 of the Local Government Act 1972. S 8 of the Localism Act 2011 is not a power to acquire land. Land may be acquired solely by a local authority or jointly with another or others.
- 2.1.7 Staff cannot be employed by a joint committee because it does not have legal personality but rather staff must be appointed by one or more authorities acting jointly. Clearly, it is not desirable for a person to have two or more employers. The cemetery co-ordinator must be placed on a proper contract of employment – it is not open to the joint committee to determine the remuneration from year to year, and the terms and conditions of employment must reflect those in the host authority.
- 2.1.8 The procedures of a joint committee effectively form a sub-set of the standing orders of each of the consistent authorities and any rules should form part of the parent councils own standing orders under a heading of 'joint committees' or the like. Normal local government rules on reporting, finance and financial regulations, audit and access to information and meetings apply. Remember, a joint committee is not a body separate from its parents, although until recently the finances of a joint committee were subject to a separate audit.

2.2 The jointly-owned assets include the Chapel, Cemetery Lodge and Cemetery and should be included on the asset register of both councils, including any other additional items. Ian Davison, Surrey Hills Solicitors, has advised that the Land Registration can be in the name of both councils.

2.3 Expenditure is calculated on the size of the electorate of each council using the figures provided by Chichester District Council. New housing development, particularly in Southbourne, may require a review of the existing agreed

percentages. However, the JBC needs to be mindful of the impact on the external audit if there is a change in the figures each year and so a level of stability is recommended. Southbourne, as a larger parish, buries more people at the Cemetery and consequently pays more towards additional expenditure costs. For example, between 2014-2019, the number of burials and interment of ashes for Southbourne residents was 33, and for Westbourne it was 10. During this period, there were burials and interment of ashes for 39 individuals who were resident outside either parish for over one year at time of death.

3 Host council

3.1 As a legal document, the Constitution should name the parish council agreed to act as the host council. For the purposes of clarification, the role of host council is outlined below:

3.1.1 The JBC is a joint committee, and not a separate legal entity, and one of the two parish councils must act as host council for administrative purposes relating to the employment of staff, entering into contracts and holding of land.

Employment of staff: Recruitment of staff is a decision and it should be delegated to the JBC with the decision ratified by both councils. (For example, job adverts would be placed by the Cemetery Coordinator, or the Clerk to the host council if there was a vacancy. The Chairman and Vice-Chairman of the JBC and the Clerk of the host council would carry out the interviews with the decision made by the JBC and recommended to both councils for ratification.) The host council should be the appointing body and the employment contract should be in the name of the host authority, with the terms and conditions of employment reflecting those of the host authority.

The Clerk of the host council should act as line manager to the Cemetery Coordinator as the host council provides stability and a continuous employer, whereas the JBC's membership may change more frequently. The Clerk of the host authority should work closely with the Chairman and Vice-Chairman of the JBC to oversee the Cemetery Coordinator, whose day-to-day work should be agreed under the direction of the JBC. Performance appraisals and setting of objectives for the Cemetery Coordinator should be undertaken by the Clerk of the host council and the Chairman and Vice-Chairman of the JBC. The host council's HR policies and procedures set out the terms and conditions for the post, along with health and safety/lone working/duty of care guidelines. It is noted that the host council's staffing committee is not responsible for the line management of the Cemetery Coordinator as this falls to the Clerk of the host council.

Entering into contracts: Decisions relating to contracts is delegated to the JBC, agreed by both councils, as required, and the host council should act as the signatory on the contract to implement that decision. This includes holding of a bank account which should be in the host councils name but used by the JBC for all monies and transactions.

Holding land: The assets of the JBC are owned jointly (50:50) by WPC and SPC. Ian Davison, Surrey Hills Solicitors, has advised that name of both councils can be included on the Land Registration documents.

- 3.1.2 The procedures of a joint committee form a sub-set of the standing orders and financial regulations. As such, the JBC should comply with host council's Standing Orders and Financial Regulations (as it cannot follow those of both councils). It is noted that where these policies refer to 'the council', 'the chairman/vice-chairman' or 'the clerk', the JBC shall act in this capacity accordingly. Although all financial matters are delegated to the JBC, the Cemetery Coordinator cannot act as the RFO, as this role is carried out by the Clerk (and RFO) of the host council. The Clerk and RFO should oversee the Cemetery Coordinator in carrying out the delegated financial functions. Any amendments to the Standing Orders or Financial Regulations are set out in the Constitution.

It is noted that WPC and SPC work to the latest NALC model policies and receive advice from WSALC and Mulberry & Co and so both councils should follow the same or similar guidance.

- 3.1.3 The host is not a lead role and gives no greater advantage in the running of the JBC over the other parish council. All decisions should be made jointly and the host council should not take control of any matters delegated to the JBC.
- 3.1.4 The host council is entitled to reclaim any costs in undertaking this role from the JBC. This includes contributions towards the Parish Clerk's salary who acts as line manager to the Cemetery Coordinator.
- 3.1.5 If a member of the JBC brings a motion (in exceptional circumstances) to change the host council, the JBC will debate and vote on the motion. If the motion is successful, it would then go as a recommendation to the parent Councils.

4 Meetings and membership

- 4.1 It is agreed that three members from each council are required to sit on the committee. This number has been chosen to support WPC who, as a smaller council, has less councillor resource available and should not be disadvantaged as a result of this.

Appointments to the JBC should normally be made at the parish councils annual meetings. There may be occasions when a council decides to remove, replace or make a new appointment in-year.

- 4.2 It is agreed that the Chairman and Vice-Chairman should be elected for a two-year period to offer a degree of continuity to the JBC.
- 4.3 A quorum of three members in total with a minimum of one from each council has been chosen to allow meetings to continue or take place in case of absences.
- 4.4 As the parish councils do not meet in August, the summer committee should meet before the council meetings in July in case decisions are required before the summer.
- 4.5 While the constitution, governing documents and policies should be reviewed annually, the host council should not change on a regular basis. The host council needs to provide stability to its employee and the changing of names on contracts and deeds would create additional workload. The two councils should work together

to resolve any issues, including those relating to the host council, and if necessary, follow an agreed complaints process.

- 4.6 Non-councillor members may not sit on the committee as membership should be taken equally from WPC and SPC.

5 Matters delegated to the JBC

- 5.1 The financial regulations (3.1) require a three-year financial forecast and WSALC recommends this being included as part of a Business Plan.

- 5.2 The JBC should follow the Financial Regulations of the host council for the administration of its finances. This work should be carried out by the Cemetery Coordinator under the supervision of the Clerk of the host council. The JBC should ensure that all the Cemetery records are properly kept.

- 5.3 A regular update report, including financial accounts and a budget report, should be prepared for inclusion on the agendas of WPC and SPC full council meetings in January, April, July and October of each year. The JBC should write reports for both councils to consider for any decisions that have not been delegated to the committee or for any expenditure which has not previously been agreed or included in the annual budget.

- 5.4 The decisions of the JBC direct the day-to-day work of the Cemetery Coordinator, and the Chairman and Vice-Chairman should work closely with the Parish Clerk of the host council who acts as line manager.

- 5.5 The Cemetery is located in Westbourne and in a sensitive part of the Parish. In recent years, there have been a number of planning applications and enforcement issues close to the Cemetery and, although it is not a separate legal entity, the JBC, acting on behalf of both councils, is able to submit comments to Chichester District Council to protect the interests of the Cemetery. The Cemetery is referred to in the Westbourne Neighbourhood Plan.

- 5.6 For the purposes of best practice, all documents including agendas, minutes, financial accounts, policies and procedures, should be published on an accessible website.

- 5.7 Section 5.133 of the JPAG Practitioners Guide March 2021 sets out how a joint committee should be audited, as follows:

Authorities that operate joint committees, boards or other joint arrangements should make sure that the appropriate shares of income, expenditure, assets and liabilities (including any year-end balances) are included within their own accounts. Merely accounting for net contributions to joint arrangements is not acceptable. Such contributions need to be 'grossed up' to reflect the actual share of income and expenditure (or receipts and payments if applicable) of the joint arrangements operations. Additionally, the authority's share of any separately identifiable bank/cash balances at the year-end should be included with Line 8, matched (with the necessary reconciliation for specific Debtors, Stock and Creditors) by a share of earmarked reserves in Line 7.

Separate, published accounting statements for joint arrangements are no longer required under legislation and so the proper practices, supporting information and examples contained in this guide do not apply to joint arrangements.

Authorities should, however, understand the risks associated with how their share of the assets and liabilities is used by any joint arrangement in which they participate, as well as their share of income and expenditure (or receipts and payments) employed in delivering the service managed by a joint arrangement.

Joint arrangements are not bodies corporate and may not own assets, hold bank accounts in their own name, have employees or enter into any form of contract.

All authorities in a joint arrangement need to communicate with one another. If an original formation document cannot be found, the constituent bodies need to make and record proper decisions about how the arrangement is set up and how the income, expenditure, assets and liabilities are owned and accounted for in each participating body's Annual Governance and Accountability Return.

Where one authority is officially the accountable authority for the joint arrangement, balances held on behalf of other participants should be accounted for as liabilities at the year end, having been appropriately eliminated from the accountable authority's reserves.

6. Matters delegated to the Clerk of the host council

6.1 Act as line manager to the Cemetery Coordinator working closely with the Chairman and Vice-Chairman of the JBC. Approve annual leave and arrange appropriate cover, carry out an annual performance appraisal/objective setting in conjunction of the JBC Chair and Vice-Chair, including recommendations for remuneration and other benefits, and review training needs. Ensure the host's HR policies and procedures are suitable for the JBC and the Cemetery Coordinator. As RFO to the host council, ensure the JBC is carrying out all delegated financial functions correctly.

6.2 Act as the signatory, where applicable, on contracts relevant to the JBC.

6.3 Ensure land is held under the name of both councils.



Your Quotation - Westbourne Parish Council

Quotation - 95245

Qty	Ref	Equipment	Price
1	A	Pull & Press Bars - replace 2x upright posts & re-secure lowest stainless bar to prevent spinning Installation Into Existing Grass Guard	£702.19
1	B	Step Up Ladder - re-secure highest stainless bar to prevent spinning Installation	£144.90
Qty	Ref	Removals	Price
1	C	Subsidised Disposal of Removed Items Removal	£200.00
Qty	Ref	Miscellaneous (Welfare, Site Security, Other)	Price
1	WF1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£489.51
1	WF3	Provide re-filling of on site water supply for installations for the duration of the contract - Assuming fresh water tap accessible via client within 1 mile of installation site (0.5 mile in built up areas) Other items/services	£58.59

Prompt Payment Offer: £1,595.19

Prices shown are based on all works being ordered together. If some items on your quotation are not required, then a revised quotation will be required as minimum charges may apply.

Discounted Prompt Payment Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation.

The installation of any ropes, fittings or fixings not recommended or fitted by Sovereign Design Play Systems Ltd will invalidate your warranty.



Payment Terms

Your order confirmation will detail your chosen payment terms:

Pro Forma

All privately funded establishments ordering for the first time will be on pro-forma terms, based on full payment by return before delivery/installation.

15 Day Payment Offer

Terms are based on full payment being received within 15 days of delivery/installation.

Discounted Prompt Payment Offer

Terms are based on a 25% deposit payable by return and a balance invoice payable by return after delivery/installation. Please note that the prompt payment saving will be lost should you not adhere to our Terms and Conditions and the full 15 day payment will become due.

Spread Payment Plan

Terms are based on 3 singular payments. One payment after delivery/installation, one payment in 12 months' time and your last payment in 24 months' time. This is through our funding partner, Funding for Education. Subject to status.

Direct Debit

Terms are based on a Direct Debit being set up.

FOC

The items are Free Of Charge.

Invoicing Process

Depending on the products and services you have selected, you may receive invoices from us as different stages of the work are completed. Each balance payment will be required within your agreed payment terms, but don't worry, because they will all add up to the total order value agreed.

Early Invoicing

Should you need an invoice ahead of works being completed to assist in organising payment, an early invoice can be issued. Prior to holiday periods, early invoices will be issued as standard to customers who have works due to be carried out and completed in the holiday period so payment terms can be adhered to.

Sending invoices

Invoices will be sent to you by email from our Accounts Department who will contact you to ensure you have received the invoice(s) and everything is satisfactory for payment to reach us within the agreed terms.

Late payment and charges

Please refer to section 10 of our terms and conditions for details.

Additional Information

Site security, Welfare, Power and Water

To keep costs to a minimum, no allowance has been made for site security, welfare facilities, power or water unless otherwise stated, so we ask that you provide these as required.

Our installation engineers will use a temporary 1 metre high orange barrier for excavated holes and unfinished works. Should more substantial fencing be preferred, there would be an additional charge for this as we will need to hire, assemble and dismantle upon completion.

If at any point during the installation in term time welfare facilities are not available, the client should advise us immediately, if we cannot find a local facility, a charge may be incurred for us to hire portable lavatory facilities.

Pre-Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services. Aborted/additional site visit charges may apply if we have to leave site following the finding of previously unknown services.

Supply Only / Installation by a Third Party

We are unable to accept duty of care for equipment sold supply only and installed by a third party and cannot verify the installation will be compliant to BS EN standards.

Please note that Sovereign supply the latest available instructions for supply only items. Due to constant design improvements some minor variances are to be expected. Bespoke/Customised Supply only items will have guidelines and images rather than full installation instructions, based on other similar products. Sovereign recommend the use of trained playground installers to fit playground equipment to ensure familiarity with safety standards and the design principles of the installation. These installers should be able to work with guidelines given for installation. Should you require assistance please call 01702-291129 to speak with one of our advisors.

Planning permission / Building regulations

It is your responsibility to obtain the necessary approval, and we recommend that you attain the appropriate advice from your local authority before proceeding, as requirements do vary.

Design changes that have occurred due to planning permission and building regulation requirements may incur additional costs. You will need to pay any fees relating to planning or building regulation applications, local authority and survey fees.

Additional Information

Removals / Repairs

Removal costs include clearance of waste from site and the statutory requirements of licensed disposal of rubber and commercial waste unless otherwise stated.

When removing or repairing existing equipment, sometimes the components parts can fail and additional costs maybe applicable to replace.

Any holes created by removals to be floated over flush with dyed concrete unless stated otherwise.

Wetpour / Band Repairs

We are unable to offer any guarantee when patch repairing existing wetpour/mulch, as we cannot anticipate the reaction of new materials with the existing. Colour between repair and existing wetpour/mulch may vary due to manufacturer and age.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile. Surfacing without groundworks will follow the existing contours of the ground.

Additional Information

Although every care will be taken, our quotation does not cover any damages that may occur over the access route. We can provide ground protection costs for the access route if required and this will be itemised on your quotation.

Unless stated otherwise, levelling of the proposed installation area is not included with our quotation and new surfacing will follow the undulations of the ground.

Markings

Due to the installation process we are unable to lay markings onto a dirty surface, because it impacts the longevity of the product. If you are unable to clean or clear the surface prior to installation, Sovereign can provide a quote upon request.

Please note that when removing lines from old tarmac it is possible for uplift of surface due to age. Although we aim to remove all markings, we assess condition of surface while working and may leave areas if they may become too damaged.

Sovereign Design Play Systems Limited Terms and Conditions

It shall be the duty of Sovereign Design Play Systems Limited (known hereafter as ‘the Company’) to provide You with the Goods and Services in accordance with the Order Confirmation provided to you and the terms and conditions (“T & C”) as laid out below.

1. Definitions

1.1 “Authorised Person” means the person who places the Order and who is duly authorised by You to enter into a binding contract with Us.

1.2 “We or Our or Us” means the Company whose registered office is 40 Towerfield Road, Shoeburyness, Essex SS3 9QT, registered number 5024016, a company registered in England.

1.3 “Contract” the contract between You and Us (in whatever terms for the supply of goods and/or provision of services) to which these T&C relate (whether incorporated, appended or attached).

1.4 “Goods” means the Goods that We have agreed to supply You (including but not restricted to the equipment and component parts) as shown on the Order Confirmation.

1.5 “Order” your order for the Goods and/or Services as set out in your Purchase Order.

1.6 “Order Confirmation” means the document provided by Us upon receipt of the Order which confirms your Order and which you are obliged to return signed by an Authorised Person and in the event that it is not returned within 48 hours of your receipt, the Order Confirmation shall be deemed accepted by You and You will have no ability to cancel the Contract without liability to Us as set out below.

1.7 “Order Value” means the price set out on the Order Confirmation.

1.8 “Site” means the premises where the Goods are to be supplied and/or installed by Us.

1.9 “Services” means the services that We have agreed to provide You (including but not restricted to installation and any other preparatory or ancillary work), as shown on the Order Confirmation.

1.10 “T&C” means these terms and T&C or any subsequent variation thereof.

1.11 “You or Your”, the person, company, firm or entity being party to the Contract and to whom Goods are supplied and/or Services are provided.

2. Offer and Acceptance

2.1 The Order constitutes the offer by You to purchase the Goods and/or Services in accordance with these T&C and You shall ensure that the Order is complete and accurate and has been placed by an Authorised Person.

2.2 The Order will not be accepted until We issue You with the Order Confirmation which will confirm the existence of the contract.

2.3 You are responsible for ensuring that the Order Confirmation provided by Us accurately reflects the Goods and/or Services that you wish Us to supply to You and to notify of any discrepancies within 48 hours of your receipt.

2.4 These T&Cs shall apply to all Goods and/or Services provided by Us to You to the exclusion of all other terms and T&C, including any terms or T&C which you may purport to apply to the Contract under any purchase order that you supply and no variation of these T&C shall be binding unless agreed in writing by Us and attached hereto.

2.5 The Company’s employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by Us in writing and in entering into the Contract to purchase Goods and/or Services you acknowledge that you do not rely on any such representations which are not so confirmed.

2.6 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by You, You shall indemnify Us against all losses, damages, costs and expenses incurred by us in connection with settlement of any claim for infringement of any patent, copyright, design right, trade mark or other intellectual property rights of any other person which results from our use of your specification.

2.7 The Company reserves the right to make changes in the specification of the Goods which are required to conform to any applicable statutory or EU requirements.

3. Commencement Date and Delay

3.1 You shall make all necessary arrangements to take delivery of the Goods whenever they are tendered for delivery by Us (including outside normal business hours), and You must ensure that an authorised representative is present at the time of delivery in order to ensure access to the site and to authorise and our enable delivery of the Goods.

3.2 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate contract into which these T&Cs shall be incorporated. Failure by the Company to deliver any instalment shall not entitle You to treat these T&C as repudiated.

3.3 Any dates quoted for delivery or installation of the Goods are approximate only and the Company shall not be liable for any delay in the delivery or installation of the Goods howsoever caused, including any delay caused by Force Majeure Event, because of your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply or installation of the Goods. Time for delivery shall not be of the essence unless previously agreed in writing by Us.

3.4 The Company may install or deliver the Goods in advance of the quoted delivery date upon giving You reasonable notice, and may also deliver at a date earlier than the proposed installation date, You must advise us at the time of placing your Order if this is not acceptable as subsequent variations may affect the delivery date, installation date and price.

3.5 If the Company fails to deliver the Goods (or any instalment) for any reason other than any cause beyond our reasonable control or Your fault, and We are accordingly liable to You for delay, Our liability shall be limited to the excess (if any) of the cost to You (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods,

3.6 If You fail to take delivery of the Goods, fail to give Us adequate delivery instructions at the time stated for delivery or fail to permit us to install the Goods, then the Company reserves the right to:

3.6.1 Store the Goods until delivery to You and charge You for the reasonable costs (including insurance) of storage; and/or

3.6.2 Sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses or charge You for any shortfall below the agreed price;

3.6.3 Charge You an abortive fee of £200 per half-day or £400 per full day, deemed to exclude all applicable VAT. We will reschedule your delivery and/or installation, but there may be a consequential delay and charges applied.

4. Access for Installation

4.1 You must ensure that an authorised representative is present at the site at the time of installation or any preparatory work being carried out in order to ensure access to the Site and provide confirmation as to design and layout.

4.2 We will cordon off the installation area using temporary orange fencing (during works, replacing with barrier tape upon completion). If You require more substantial fencing, You must advise Us timeframe before the agreed delivery date, The Order Confirmation and price will be altered accordingly.

4.3 Any dates quoted for installation or any preparatory works are approximate only and We shall not be liable for any delay howsoever caused. Time for installation shall not be of the essence unless previously agreed in writing by Us. Where We need to change an installation or preparatory work date, We will provide You with at least 24 hours’ prior written notice, whenever practical,

4.4 You acknowledge that installation of floor markings, surface and other specialist goods are completed by different teams and may not take place on the same day as installation of the Goods.

4.5 You acknowledge that We may need access to the Site outside of normal business hours.

4.6 Although We shall take reasonable steps to avoid causing damage to floor, surfaces and access routes, We shall not be liable for such damage (unless caused by our negligence or wilful default) when You have given us permission to access such floor, surface or access routes.

5. Limitation of Liability

5.1 We warrant to you that any Goods purchased from Us are of satisfactory quality, and reasonably fit for purpose for which Goods of their kind are commonly supplied, and will be useable for a minimum period of 12 months from delivery, provided they are maintained in accordance with the relevant maintenance guidelines that we or the manufacturer of the Goods may provide.

5.2 We shall not be liable for the failure of the goods to comply with the warranty set out in clause 14.1 if:

5.2.1 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, use and maintenance of the Goods or (if there are none) good trade practice; or

5.2.2 you alter or repair such Goods without our written consent; or

5.2.3 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working T&C.

5.3 Our liability for losses you suffer as a result of Us breaching the Contract is strictly limited to the purchase price of the Goods you purchased.

5.4 This does not include or limit in any way our liability: 5.4.1 For death or personal injury caused by our negligence;

5.4.2 Under section 2(3) of the Consumer Protection Act 1987;

5.4.3 For fraud or fraudulent misrepresentation; or

5.4.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

5.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to any or all of the following: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data, or waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 5.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 5.1 or clause 5.2 or any other claims for direct financial loss that are not excluded by any of the provisions of this clause 5.5.

5.6 Except as set out in these T&C, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.7 These T&C shall apply to any repaired or replacement Goods supplied by us.

5.8 No claim for damage in transit, shortage of delivery or loss of Goods shall be accepted by the Company for consideration unless:

5.8.1 In respect of damage in transit or short delivery, You provide notice to Us within three days of receipt of the Goods, and within five days thereof send a complete claim in writing to us; and/or

5.8.2 In respect of loss of Goods, You provide notice to Us in writing within ten days of the date of consignment of the Goods sends a complete claim in writing to Us; and

5.8.3 a written claim pursuant to this clause shall state the advice note number, condition of package, date consignment received and extent of damage or shortage.

5.9 All leaflets, specifications, drawings and particulars of prices, weights, dimensions, colours and performance issued by us are approximate only and are not intended to form the basis of any contract between you and us.

5.10 You undertake to comply with the General Goods Safety Regulations 1994 to the extent that they apply to the Goods.

5.11 It shall be Your responsibility to advise Us of any issues known to You in respect of the surface to which the Goods will be affixed, and in the event that it is later determined that such issues were not declared, We shall have no responsibility for any remedial works and/or losses.

5.11.1 You undertake to indemnify the Company in respect of any and all claims arising from the Goods being unsafe as a result of your activities.

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5.11.2 You agree to monitor the safety of the Goods once installed, to pass on any information on the risks of the Goods and to co-operate in any action we may decide to take to avoid those risks.

5.11.3 You acknowledge receipt of any important health and safety notification that we may provide relating to the installation of the Goods and associated floor markings.

5.11.4 We will provide the Goods in accordance with BSEN 1176/1177, We do not warrant or represent that the Goods will comply with any other standard or quality mark.

5.11.5 Except in respect of death or personal injury caused by our negligence, the Company shall not be liable to You by reason of any representations (unless fraudulent), or compliance with any instruction or consent given by You or on Your behalf by an Authorised Person, or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by our negligence or our employees, agents or otherwise) which arise out of or in connection with the supply or installation of the Goods or their use by You, and our entire liability under or in connection with the Contract shall not exceed 110% of the price of the Goods, except as expressly provided in these T&Cs.

6 Passing Of Property and Risk

6.1 Whilst risk in the Goods shall pass to You from the time of delivery, legal and beneficial ownership of the Goods shall remain with Us until such time as we have received payment in full in respect of all sums owing from You to Us.

6.2 Until such time title to the Goods has passed to You, you shall:

6.2.1 keep the Goods separate from your property and that of any third party and clearly identified as being the property of the Company;

6.2.2 Until title to the Goods has passed to you, you shall: (a) hold the Goods on a fiduciary basis as the our bailee; (b) store the Goods separately from all other Goods held by you so that they remain readily identifiable as our property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; and (e) notify us immediately if it becomes subject to any of the events listed in clause 13.1. If before title to the Goods passes to you, you becomes subject to any of the events listed in clause 13.1, or we reasonably believe that any such event is about to happen and we notify you accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another Goods, and without limiting any other right or remedy we may have, we may at any time require you to deliver up the Goods and, if you fail to do so promptly, enter any of your premises or of any third party where the Goods are stored in order to recover them.

6.3 Without prejudice to our warranty set out at clause 14, you must notify us within 48 hours of delivery if the Goods are defective or damaged or the delivery is short.

6.5 In the event that You engage any works to be undertaken to Goods supplied by Us by any third party not authorised by the Company, the Company will have no further responsibility or provide any warranty for the Goods and will not be responsible for any claims.

6.6 All transportation charges relating to the return of Goods will be borne by You unless otherwise agreed in writing, and the risk in the Goods shall remain with You until the Goods are received by us and any Goods so returned are despatched by you at your own risk.

6.7 You shall not be entitled to reject part only of the Goods delivered in accordance with these T&Cs.

6.8 Any claims against Us for Goods not credited or replaced will only be considered where you can provide proof of delivery to Us,

6.9 The Company will at our discretion replace whenever possible Goods found to be of faulty manufacture after examination provided that the Goods have been returned in accordance with these T&C, We will return goods after examination if they are found to have no fault or defect,

7 Instructions

If the signing-off of our installation of Goods is dependent on a third party (e.g, Council, H&S Executive), you must inform us upon placing your order and this will be confirmed in the Order Confirmation as subsequent and later notification may affect the delivery date, installation date, price and payment terms.

8 Cancellation of Order

8.1 No Order Confirmation once provided by Us may be cancelled by You without Our written consent once returned duly signed by an Authorised Person or after a period of 48 hours has elapsed following your receipt of the Order Confirmation, save for as set out in clause 8.3 below.

8.2 If an Order is cancelled by You within 48 hours of your receipt of the Order Confirmation, and our written consent is provided for the cancelled order, We are entitled to charge You a fee of 25% of the Order value, to a maximum of £1,000.

8.3 If an Order is cancelled after 48 hours from your receipt of Order Confirmation, and our written consent is given for a cancelled Order, We are entitled to charge You a fee of 50% of the full Order Value.

9 Defects

9.1 Any claim by You which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification or the installation of the Goods shall be notified to Us within 48 hours of the date of delivery or (where the defect or failure was not apparent on reasonable

inspection) within a reasonable time after discovery of the defect or failure but not more than one year after delivery and such Goods shall be returned with written notification which must state the nature of the fault of each item and the invoice number in relation to the purchase of each item.

9.2 If delivery is not refused, and You do not notify us accordingly, You shall not be entitled to reject the Goods and we shall have no liability for such defect or failure, and You shall be bound to pay the Order Value as if the Goods had been delivered in accordance with the Order Confirmation.

9.3 Where any valid claim in respect of any of the Goods, which is based on any defect in the quantity or condition of the Goods or their failure to meet specification is notified to Us in accordance with these T&C, We shall be provided with the first opportunity to repair or replace the Goods (or the part in question) free of charge or, at our discretion, refund to you the price of the Goods (or a proportionate part of the price), but we shall have no further liability to you;

9.4 If you require Goods to be returned to Us because you claim that the Goods are in breach of clause 14.1, you must first contact our Customer Services team. For the avoidance of doubt, if any specific part of the Goods supplied is in breach of clause 14.1, your entitlement is for Us to inspect that or those parts, and not the entire Goods. We will arrange for an examination of the Goods to take place either at the place of delivery or the place of installation of the Goods and we will notify you whether we will repair or replace the Goods if they are defective, or alternatively whether we will provide a refund. If we are to provide you with a refund, we will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you that you were entitled to a refund for the defective Goods. Goods returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. In the event that the Goods are collected by us, you will not receive payment for the costs incurred by Us in collecting the Goods. Goods returned for any other reason may be collected by Us although we will levy a collection charge which shall be confirmed to you in writing by our Customer Service Team when collection is arranged or if the Goods to be returned are able to be returned by You directly, there will be a minimum charge of twice the delivery rate appropriate for the Delivery Location and an administrative charge equal to 5% of the order value plus VAT, and such charges shall be confirmed to you by our Customer Service team. We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.5 Where a defect is notified to us in accordance with the provision set out above, and you have not yet paid the full Price, you shall be entitled to retain up to 10% of the Price until the defects have been remedied.

10 Charges and Payments

10.1 Any price quoted on our Order Confirmation shall be deemed to exclude all applicable VAT unless otherwise stated. You shall, on receipt of a valid VAT invoice from Us, pay such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

10.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and will update our Order Confirmation to reflect any increase in the cost to Us which is due to any delay caused by your instructions, any change to those instructions or failure to provide adequate instructions,

10.3 All sums due to Us shall be payable in cleared funds within the timeframe agreed and as confirmed to You by Us within our Order Confirmation. If you fail to pay all sums due to Us on the due dates for payment then without prejudice to any other rights the Company may have, the company shall be entitled:

10.3.1 To cease taking further orders from You, and withhold further delivery of Goods for existing orders.

10.3.2 To demand immediate payment of all or any sums invoiced to You by the Company whether due at the date of the demand or not.

10.4 Payment shall be made by You without deduction or set-off, and shall be made notwithstanding any delay in obtaining such sign-off of the instalment by any third party (e.g, Council, H&S Executive).

10.5 If any any minor or remedial issues in relation to the delivered Goods are reported in accordance with clause 9.1 above, You may retain a maximum of 10% of the Contract Price until such time that the minor or remedial issue has been resolved.

10.6 Where We have agreed a special discount, payment or other terms with

You, these shall be strictly subject to your compliance with these T&C, and such T&C shall cease and revert to our standard terms upon your non-compliance.

10.7 We shall be entitled to charge interest (calculated pro rata on a daily basis

and claim compensation on overdue accounts from the date payment is due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) until the date of actual payment,

10.8 If Goods are credited it will be at the invoice price stated on the return application sheet and agreed by Us in writing.

10.9 In the event that during the course of the Services provided by us and/or the provision of any Goods to be supplied, it is determined that due to unforeseen circumstances, additional costs will be incurred due to additional Goods and/or Services being required, We will notify You in writing of the additional costs and You will be liable to cover such additional costs in order to enable the original Services and/or Goods to be provided.

10.10 Single inspections cancelled by you within 10 working days of the scheduled inspection date offered will be 100% chargeable

11 Guarantees and Intellectual Property

11.1 We shall make reasonable endeavours to pass on to You the benefit of any guarantees or warranties given by any manufacturers of the Goods.

11.2 We hereby grant to You a non-exclusive and non-transferable licence to use such of our intellectual property rights as may be reasonably necessary for you to comply with your obligations under the contract. Such licence shall terminate automatically upon Your completion of the final act required of you to comply with such obligations.

11.3 If any claims are made or any action brought against You in respect of any infringement of an intellectual property right by the use or sale of Goods supplied by us, you must immediately give us written notice with full particulars of such claim or action.

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12 Entire Agreement

These T&Cs (together with the terms (if any) set out in the Contract, the Order Confirmation constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.

13 Termination

13.1 If You become subject to any of the events listed in clause 14.2, or we reasonably believe that you are about to become subject to them, then without prejudice to any other rights We may have, We shall be entitled

13.1.1 to withhold delivery of any undelivered Goods and to stop any Goods in transit and the installation of the Goods

13.1.2 we reserve the right to cancel the Contract or suspend any further deliveries under the Contract without any liability to you, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary.

13.1.3 to enter upon your premises and take possession of the Goods; and/or to re-sell the Goods or such of them as we deem necessary in order to recover the amount due and payable to us together with any costs incurred by us in taking such steps and you expressly and irrevocably authorise us to enter and take all necessary and reasonable steps upon your premises.

13.2 For the Purposes of clause 13.1, the relevant events are:

13.2.1 You suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) you are deemed either unable to pay your debts or have no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has a partner to whom any of the foregoing apply; or

13.2.2 you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or you make a proposal for or enter into any compromise or arrangement with your creditors; or

13.2.3 (being an individual) you are the subject of a bankruptcy petition or order; or

13.2.4 a creditor of yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or

13.2.5 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you; or

13.2.6 (being a company) a floating charge holder over your assets has become entitled to appoint or has appointed an administrative receiver; or

13.2.7 a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or

13.2.8 any event occurs, or proceeding are taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2.1 to 13.2.8 (inclusive); or

13.2.9 You suspend, threaten to suspend, cease or threaten to cease to carry on all or substantially the whole of your business; or

13.2.10 your financial position deteriorates to such an extent that in our opinion your capability adequately to fulfill your obligations under the Contract has been placed in jeopardy

13.3 We will not be liable to you or deemed to be in breach of contract by reason of delay or failure to perform any of Our obligations if the delay or failure due to acts caused beyond Our reasonable control.

14 Warranty

14.1 We make no express warranties and specifically disclaim any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, with respect to the performance of Services and/or the supply of Goods under these T&Cs to the extent permissible by law.

14.2 We do not guarantee, and nothing contained in these T&Cs shall be construed as a guarantee, that the Services performed or to be performed by Us will achieve any projected level of results.

14.3 Should You for any reason need to make a warranty claim, You must complete and return a claim form which can be obtained by contacting Us.

15 Confidentiality

The parties agree not at any time during or after the Term to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other party to the Contract except as permitted by law or with the other party's consent.

16 Force Majeure

16.1 The Company shall not be liable for any default (or be deemed to be in breach of contract) by reason of any delay due to any occurrence beyond its reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

(a) Strikes, lock-outs or other industrial action. (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war. (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster. (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. (e) Impossibility of the use of public or private telecommunications networks. (f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17 General Matters

17.1 No waiver by us of any breach of the contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision,

17.2 If any provisions of these T&C are held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder shall not be affected,

17.3 These T&C and the contract shall be governed by English law and any dispute shall be submitted to the exclusive jurisdiction of the English courts,

17.4 These T&C do not purport to confer a benefit on any third party.

17.5 The Contract between you and us is binding on you and us and on our respective successors and assigns.

17.6 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

17.7 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17.8 We have the right to revise and amend T&C at any time to reflect changes in market T&C affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

17.9 You will be subject to the policies and terms and T&C in force at the time that you order Goods from us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these T&C before we send you the written confirmation in accordance with clause 2.3 (in which case we have the right to assume that you have accepted the change to such T&C, unless you notify us to the contrary within 48 hours of receipt by you of the Goods).

18 Notices

Any notices required or permitted to be given by either party to the other under these T&C shall be in writing addressed to the other's principal place of business.



SOVEREIGN

Bringing imagination into play

Company Name

Sovereign Design Play Systems Limited

Registered Address

40 Towerfield Road

Shoeburyness

Essex

SS3 9QT

Company Registration No

5024016

Company VAT Registration No

832 5102 64

Insurance

Public Liability: £10,000,000

Professional Indemnity: £5,000,000

Employers Liability: £10,000,000

01702 291129

www.sovereignplayequipment.co.uk

Gale Tree Consultancy

34 Carpenters Meadow Pulborough RH20 2HQ
Tel: 01787 875731 E: office@andrewgale.co.uk

Westbourne PC Mill Road Recreation Ground and Allotments

SCALE :
1 : 1150 @ A4

DATE :
01/02/2019

Ref: TCR/130/19



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Mill Road Recreation Ground

Allotment Gardens

T1/152

T2/135

T7/140

T3/136

T6/139

T5/138

T4/137

H8/141

H8/141

H9/142

H9/142

T18/151

T17/150

H10/143

T16/149

T12/145

T15/148

T14/147

T13/146

T11/144

H10/143

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St John the Baptist
Westbourne

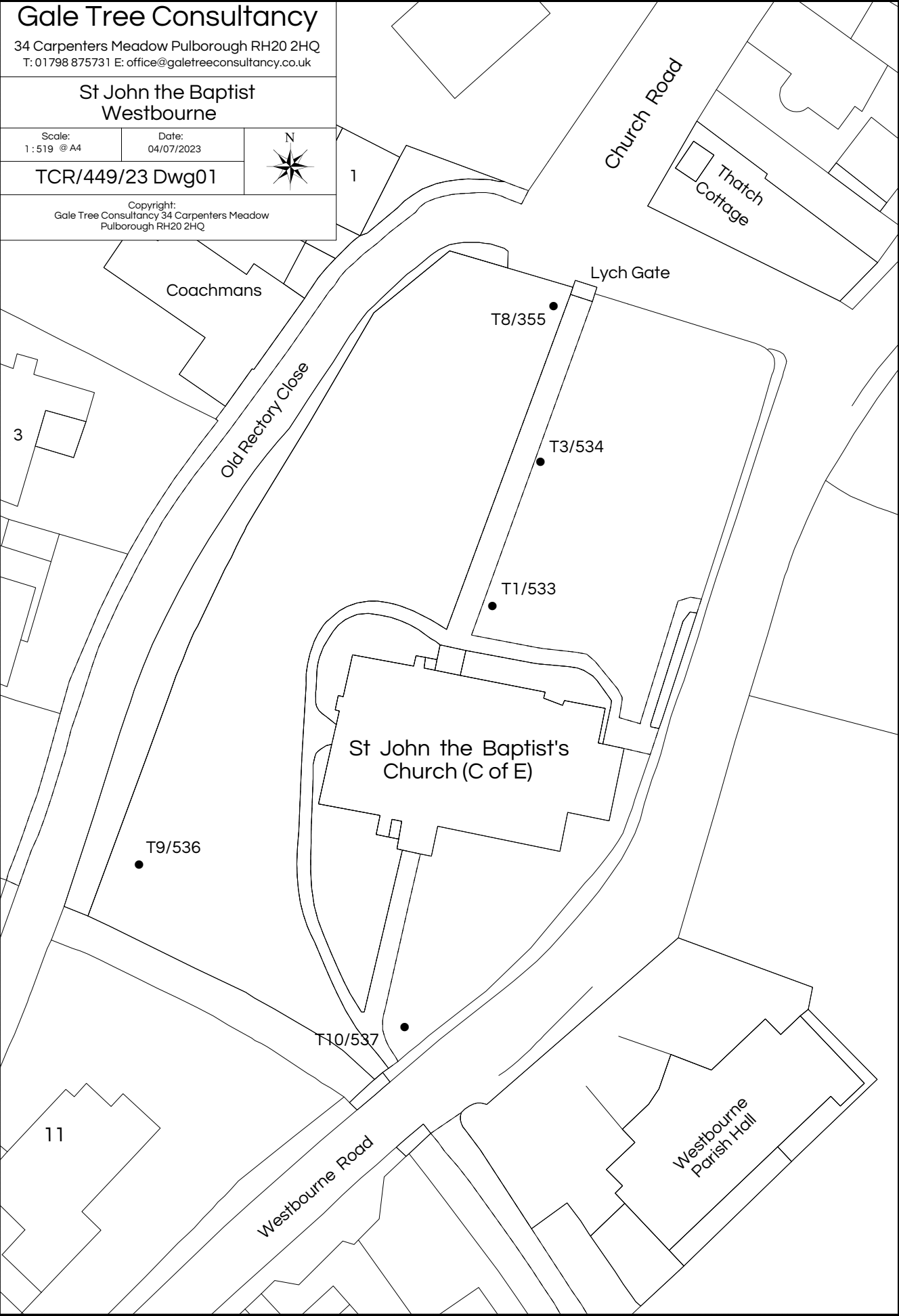
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1:519 @ A4

Date:
04/07/2023



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Gale Tree Consultancy

Tree Condition Report

St John the Baptist, Westbourne

July 2023

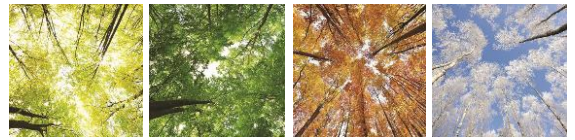
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Summary

- A group of Yew trees ranging in age from mature to veteran located within a well-used church yard
- Eight trees form an avenue along the path to the church, three of these trees have decay forming in the stems - typical of trees of their age
- One tree requires further assessment after extreme wind gusts due to failed included unions
- One tree requires ivy severing at two levels with the severed band being removed
- No work has been categorised as URGENT
- No further work has been prescribed but a recommendation to undertake detailed decay evaluation equipment has been made so the extent of the decay can be better understood



1.0 Introduction

1.0 Client and Address

- Clerk to Westbourne Parish Council, PO Box 143, EMSWORTH, PO10 9DX

1.1 Site Address if Different from the Above

- St John the Baptist, Westbourne, PO10 8UL

1.2 Date of Inspection

- 3rd July 2023

1.3 Name of Inspector

- Andrew Gale *Dip Arb L6 (ABC) M.Arbor.A*

1.4 Our Reference

- TCR/449/23

1.5 Instructions Received

- I have been instructed by the client to undertake an assessment of the trees growing within the grounds of St John the Baptist Church
- I am to provide my findings in the form of a report, detailing any issues identified during the site visit

1.6 General Description

- St John the Baptist Church is accessed via two entrances, a Lychgate off Old Rectory Lane to the north and a further smaller gate off Westbourne Road, which runs along the eastern boundary wall
- To the west of the church is a row of properties that are accessed off Old Rectory Lane; to the south is a small stream
- There are eight late mature, veteran Yew trees which form an avenue along the path to the church; further mature Yews situated to the south



2.0 Scope of the Report

- The principal objective of the tree condition report is to identify whether the trees, or their parts, appear to be in a hazardous condition and to advise remedial action to reduce the risk they could pose those persons visiting the St John the Baptists Church, those persons using the footpath that crosses the land and those persons using Westbourne Road
- Only those trees with a stem diameter greater than 150mm when measured at 1.5m ground level are to be inspected
- It does not consider any below ground issues unless relating to an issue noted within the walk over survey
- The report addresses issues apparent on the trees at the time of the inspection, therefore the likelihood of failure is considered for three years from the reports date based on the information gained on the day of the report and on the assumption that any recommended work has been undertaken in the time frame specified

3.0 Method of Inspection

- A The trees were subject to ground level visual assessment of their external features in line with the 'Visual Tree Assessment' method described by Mattheck & Breloer (Body Language of Trees, Department of the Environment Research for Amenity Trees publication No. 4 1994)
- A plastic headed mallet was used to sound the stem area as an initial indication of the presence of decay
- A thin steel probe was used, where applicable, to assess the depth and condition of any cavities or concavities between buttress roots
- Binoculars were used to assess the upper crown branch structure
- All trees requiring further action were tagged with a round, numbered aluminium tag and placed in a prominent position on the stem at approximately 2m – see below:



- Individual trees are given the prefix T and groups G
- Those trees requiring further action are plotted on a site plan which is attached separately – see Appendix 1 TCR/449/23 Dwg01
- A number of digital photos were taken, some of which are included within the report for information – please see Appendix 3



4.0 Table of Results

Tree No	Tag No.	Species	Stem Dia.	Height	Crown Spread	Age Class	Phy. Cond.	Comments	Recommendations	Priority
T1	533	Yew	1000+	10-15	10-15	VET	FAIR	Open vertical wound/cavity on the south and west side of the stem, dull tone associated Numerous other wounds in mid to high crown	None at this time Consider detailed decay evaluations using PiCUS sonic tomography to better understand the extent of decay/hollowing	NA
T3	534	Yew	1000+	10-15	10-15	VET	FAIR	Crack in west side of stem 7cm deep, dull tone around that immediate area Cubical brown rot in central column decay in open cavity Multiple cavities and through wounds noted within mid stem area Stem bias east	None at this time Consider detailed decay evaluations using PiCUS sonic tomography to better understand the extent of decay/hollowing	NA
T8	535	Yew	1000+	10-15	10-15	VET	FAIR	Column of decay on north east side of stem from ground level up to c.5m	None at this time Consider detailed decay evaluations using PiCUS sonic tomography to better understand the extent of decay/hollowing	NA
T9	536	Yew	751-1000	10-15	5-10	M	FAIR	Three PSS with failing included unions, creaking noises heard during light wind gusts during assessment	None at this time Reassess after extreme wind events such as wind gusts in excess of Force 8 on the Beaufort Scale	GM
T10	537	Yew	751-1000	10-15	5-10	M	FAIR	Thick ivy c.90% of crown restricts thorough assessment	Sever ivy at ground level and again at 1m, removing the severed band	HS2



Survey Key

Tree No.	Relates to numbers shown on Tree Survey Plan(s). Positions of trees are plotted using GPS and are generally accurate to within 2 metres. Prefixed T in the case of individual trees or G in the case of groups of trees	Age Class (where used)	Young [Y]	recently planted or established within the last 5 years
			Semi Mature [SM]	a well-established youngish tree but far from full maturity
Tag No. (where used)	Numbered aluminium tags may be attached to tree stems to aid with identification. In addition, trees may also be identified with red and white hazard tape		Early Mature [EM]	long established nearing its full size but not fully mature
			Mature [M]	fully mature tree that has met its full size
Species	Common name in English		Late Mature [LM]	a fully mature tree that has passed its peak; may exhibit areas of decline
			Veteran [V]	a tree with the physical characteristics of an Ancient tree but is not ancient in years compared to other trees of the same species
Stem Dia.	Stem diameter in centimetres at 1.5m above ground level or, in the case of multi-stemmed trees, just above the root flare or buttress [ARF]			
Height	Height assessed visually to within the nearest 5 metre size band e.g., 10 to 15		Ancient [A]	a tree that has past full maturity and is old or aged in comparison to other trees of the same species
Physiological Condition	In relation to all trees: GOOD no significant health problems FAIR some symptoms of ill health POOR significant symptoms of ill health MORIBUND (MOR) in a serious and irreversible decline DEAD not alive	In relation to Ash and Ash Dieback: MILD 100-70% leaf cover remaining = no action at this stage MODERATE (MOD) 70-30% leaf cover remaining = start planning for action MORIBUND (MOR) 30-0% leaf cover remaining = deal with it before it becomes an issue		
Comments	Description of significant features, especially those requiring action or monitoring. Ivy is recorded the extent of the tree stem and canopy affected is usually expressed as a percentage			
Rec.	Specific recommendations for action or monitoring	Tree Structure	Main Stem	The stem, from ground level up to the point at which it bifurcates
Priority	Work recommended in the interests of health and safety: Urgent: Immediate attention required (will be reported verbally to the client/management on day of inspection) HS1: Within 2 month of the reports date HS2: Within 6 months of the reports date HS3: Within 12 months of the reports date HS4: Before the next survey date GM: Works recommended for general maintenance reasons or in the interests of good arboricultural management N/A: Not applicable / no work recommended at this time		Primary Stem Section (PSS)	The larger stem sections that emanate from the main stem after bifurcation; form the main crown structure
			Secondary Stem Section (SSS)	The stem sections that emanate from the primary stem sections that contribute to the inner crown structure
			Tertiary Stem Section (TSS)	The stem sections that emanate from the secondary stem sections that contribute to the inner and outer crown structure
			Subordinate Branch Structure (SBS)	The smaller diameter branches that help form the inner and outer branch structure; leaf bearing twigs emanate from these to form the crown



5.0 Summary of Results

- As yew trees age they can begin to form a hollow stem due to the actions of decay fungi, most notably *Laetiporus sulphureus*¹ (Chicken of the Wood), and more rarely *Ganoderma carnosum* (Fleshy bracket)
- In the case of the yew trees that are exhibiting hollowing and decay within their stems, I would suggest the active fungus is the *Laetiporus sulphureus* as cubical brown rot was clearly evident
- Many of the trees along the avenue also have decay extending into their low-mid crowns which exhibit brown rot cavities
- At the time of the assessment, I do not consider there a need to perform any remedial pruning work to the trees located within the avenue. However, a recommendation to consider undertaking decay evaluations using PiCUS Sonic Tomography and a Resi Microdrill has been made to help better understand the extent of the decay moving forward with their management
- T9/536 Yew has a number of failing included unions² which were opening and closing due to wind gusts whilst the tree was being assessed
- No immediate action is required at this time. However, a recommendation to inspect the tree after extreme weather events, such as wind gusts in excess of Force 8 on the Beaufort Scale has been made to assess whether the unions have opened further
- T10/537 Yew has ivy advancing high into the tree covering c.90% of the stem and crown structure which restricted the assessment process
- Ivy serves as valuable habitat for wildlife and wherever possible should be retained for this purpose
- However, where it obscures the main stem, major branch attachment points and the upper crown structure, it can cover anomalies that would otherwise be evident
- It will also increase the sail and 'mass' of the crown and in extreme cases can increase the risk of branch failure and where trees are located adjacent to areas of high footfall or vehicular access/movement this can increase the risk of injury or harm occurring
- Where it has been recommended, the ivy should be severed as close to the ground as possible and again at c.1m with the severed band being removed. This will allow the ivy ascending into the tree to die off naturally whilst the gap generated will mean any new ivy can be severed if/when it appears
- Alternatively, the ivy could be removed completely from the tree which will reduce the amount of debris that falls into the church grounds

¹ *Laetiporus sulphureus* (Chicken of the Wood) causes a brown rot to form where the cellulose is removed leaving the lignin behind which can result in a brittle fracture to occur

² Included unions – develops when two or more stems grow closely together causing weak, under supported branch angles. This results in a weakness due to the lack of a woody union and subsequently, any increase in lateral movement can result in the union failing



6.0 Recommendations

- Undertake the severance of the ivy to T10/537 in the time period specified
- Reassess in three years from the reports date
- This time frame should be shortened in the event:
 - The trees local environment changes significantly
 - Fruiting bodies emerge from anywhere on the tree
 - After extreme weather events such as:
 - Wind gusts in excess of Force 8 on the Beaufort Scale
 - After named extreme weather events such as Storm Eunice of February 2022

This concludes my report

Signed:

Andrew Gale *Dip Arb L6 (ABC) M.Arbor.A*

Date: 5th July 2023





7.0 Appendix 1

Site Plan

Please see TCR/449/23 Dwg01 attached separately



Appendix 2

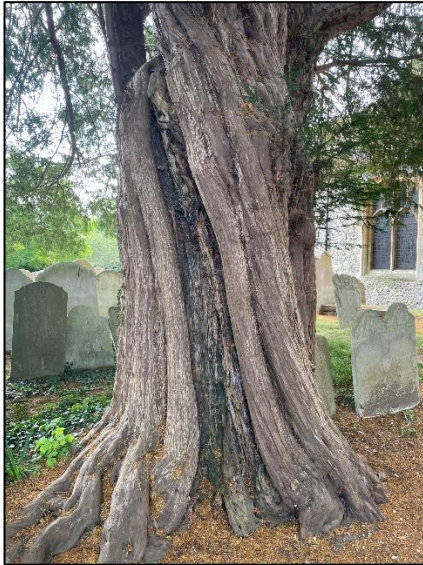
Beaufort Scale

Beaufort Number	Name	Knots	MPH	Effects Observed on Land
0	Calm	Under 1	Under 1	Calm, smoke rises vertically
1	Light Air	1-3	1-3	Direction of wind is shown by smoke drift but not by wind vanes
2	Light Breeze	4-6	4-7	Wind felt on face, leaves rustle, ordinary wind vane moved by wind
3	Gentle Breeze	7-10	8-12	Leaves and small twigs in constant motion, wind extends light flag
4	Moderate Breeze	11-16	13-18	Raises dust and loose paper, small branches are moved
5	Fresh Breeze	17-21	19-24	Small trees in leaf begin to sway, crested wavelets in inland waters
6	Strong Breeze	22-27	25-31	Large branches in motion, whistling heard in telegraph wires, umbrellas used with difficulty
7	Near Gale	28-33	32-38	Whole trees in motion, inconvenience felt in walking against the wind
8	Gale	34-40	39-46	Breaks twigs off trees, generally impedes progress
9	Strong Gale	41-47	47-54	Slight structural damage occurs - chimney pots, slates removed
10	Storm	48-55	55-63	Seldom experienced inland, trees uprooted, considerable structural damage occurs
11	Violent Storm	56-63	64-72	Very rarely experienced, accompanied by widespread damage
12	Hurricane	64 and over	73 and over	



Appendix 3

Site Photos



T1/533 note the open wound

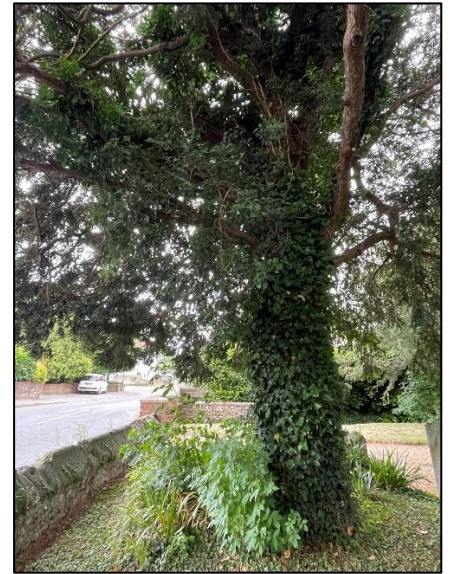
T3/534 showing the crack and steel ruler c.7cm deep



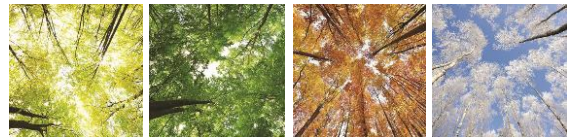
T8/535 location and extent of dull tone



T9/536 failed included unions



T10/537 dense ivy restricting thorough assessment



Appendix 4

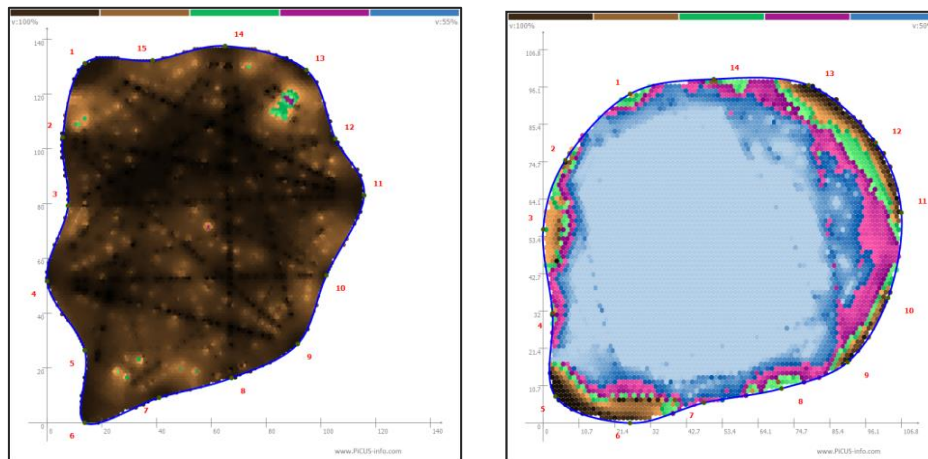
Decay Evaluation Equipment explanation

PiCUS 3 Sonic Tomography

Sonic tomography uses the relative velocity of sound waves induced across the stem to compose a colour-shift image with dark areas corresponding to higher velocities and therefore denser wood.

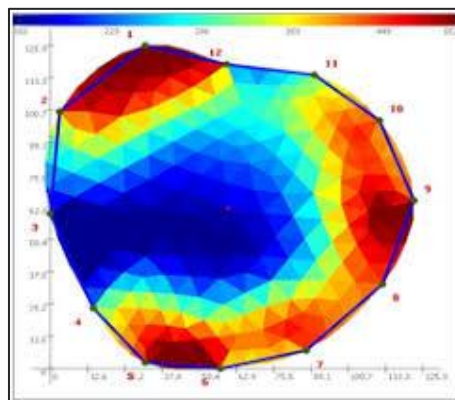
Decay or hollowing results in lower sound speeds and a shift to lighter colours with maroon and blue/white indicating more significant decay.

An example of a sound tree is on the left below and one with significant decay/hollowing on the right:



PiCUS Electrical Resistance Tomography

The PiCUS 2 Electrical Resistance Tomography unit produces an electrical current to assess the condition of the wood within the tree slightly above and below the assessment level. Changes in the water content, cell composition and chemical elements will change according to the condition of the wood – see below



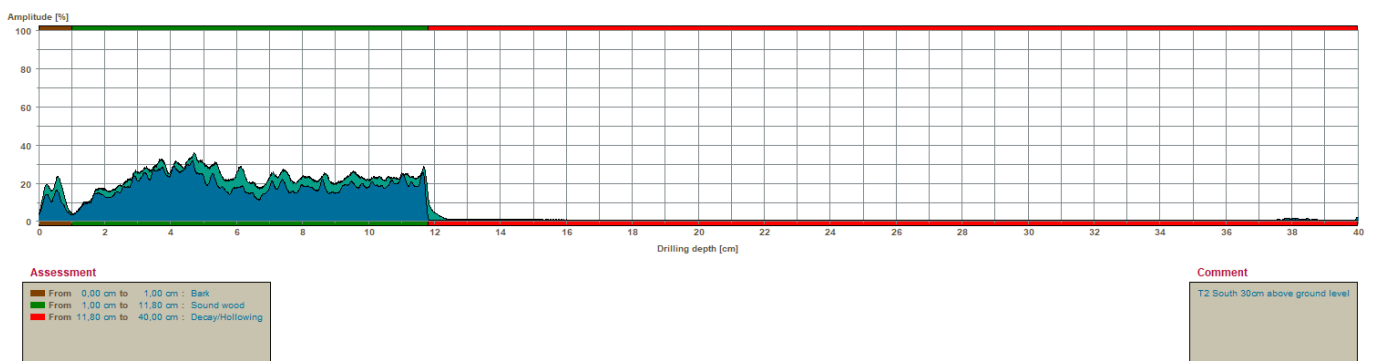
The blue colouration in the tomogram indicates an area of high conductivity suggesting advancing decay



IML Resi PD 400 Microdrill

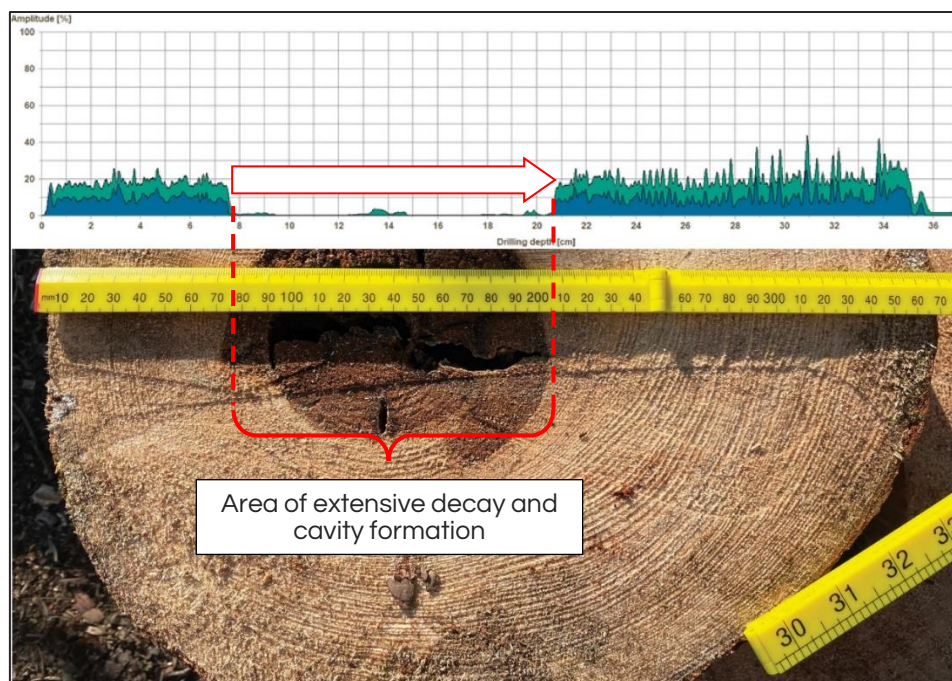
An IML Resi PD400 microdrill, which measures the resistance of a very fine drill bit to a depth of 400mm, can be used for further confirmation. Significant drops in drilling resistance are indicative of decay or hollowing

On the example below, extensive decay is indicated from a depth of 11.8cm through to the end of the assessment



Please note, historically Resi drill traces have read from right-to-left due to the configuration of the original machine. However, by using the software available, I have flipped the drill traces to read left-to-right, the more conventional way to read a graph

On the image below, you can see where the drill entered the area of extensive decay and cavity at c.7.5cm and re-entered the sound wood at c.20.8cm; the drill exited the stem at c.35.4cm





IML Micro Hammer

The IML Micro Hammer uses sound velocity, induced across the stem from opposing points, to measure for potential decay. The information is provided as a figure in metres per second (m/s) which is then compared against known measurements for the tree species being assessed.

The example below (undertaken on a Pedunculate oak) shows the time it took for sound waves to meet their opposing sensor.

Assessment No.	Sensor Arrangement	Distance Between Sensors in cm	Value m/s
1	North-to-South	70	443
2	East-to-West	98	731

The manufacturer of the IML Micro Hammer suggests an accepted standard value for Pedunculate oak is between 1200m/s – 1800m/s; therefore, the tree in question has an area of significant decay/hollowing present.

Earmarked Reserves

Account	Opening Balance	Net Transfers	Closing Balance
321 EMR - New Initiatives Fund	88,342.95		88,342.95
322 EMR-Play Equipment Monk's Hill	2,230.00		2,230.00
323 EMR - Play Equipment Mill Road	11,296.42		11,296.42
324 EMR - SIDS/CSW	1,515.90		1,515.90
325 EMR - Community Bus	1,380.00		1,380.00
326 EMR - Chairman's Expenses	8.98		8.98
327 EMR - Staff Absence	2,000.00		2,000.00
328 EMR - Vandalism/Insurance Exce	500.00		500.00
329 EMR - Monk's Hill Car Park	5,000.00		5,000.00
330 EMR - Churchyard Wall	3,618.85		3,618.85
331 EMR - Finger Post Signs	1,076.00		1,076.00
332 EMR - Election Costs	4,000.00		4,000.00
333 EMR - Village Gateways	150.00		150.00
334 EMR - Neighbourhood Plan	2,008.62		2,008.62
336 EMR - Legal advice	5,542.00		5,542.00
337 EMR - CDC NHB 2014 Gateways	1,161.92		1,161.92
338 EMR - CDC CIL 2021	1,563.12		1,563.12
339 EMR - SDNPA CIL 2019	2,074.02		2,074.02
399 EMR - % JBC Reserves	12,935.00		12,935.00
	146,403.78	0.00	146,403.78

**Bank Reconciliation Statement as at 30/06/2023
for Cashbook 1 - Lloyds Bank A/c**

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Lloyds Bank A/c	30/06/2023		130,735.66
			<u>130,735.66</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			130,735.66
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			130,735.66
		Balance per Cash Book is :-	130,735.66
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

Bank Reconciliation up to 30/06/2023 for Cashbook No 1 - Lloyds Bank A/c

<u>Date</u>	<u>Cheque/Ref</u>	<u>Amnt Paid</u>	<u>Amnt Banked</u>	<u>Stat Amnt</u>	<u>Difference</u>	<u>Cleared</u>	<u>Payee Name or Description</u>
09/06/2023	58	1,584.41		1,584.41		R <input type="checkbox"/>	CONFIDENTIAL PAYMENTS
09/06/2023	59	490.10		490.10		R <input type="checkbox"/>	WEST SUSSEX COUNTY COUNCIL
09/06/2023	60	1,362.46		1,362.46		R <input type="checkbox"/>	HMRC
09/06/2023	61	141.69		141.69		R <input type="checkbox"/>	MICROSHADE
09/06/2023	62	9.48		9.48		R <input type="checkbox"/>	MICROSOFT
09/06/2023	63	100.00		100.00		R <input type="checkbox"/>	Woodmancote Residents' Associa
09/06/2023	64	2,148.98		2,148.98		R <input type="checkbox"/>	WEST SUSSEX COUNTY COUNCIL
09/06/2023	65	175.18		175.18		R <input type="checkbox"/>	RIALTAS
12/06/2023	57	20.59		20.59		R <input type="checkbox"/>	EE
20/06/2023	66	220.00		220.00		R <input type="checkbox"/>	GM Support
20/06/2023	67	1,030.00		1,030.00		R <input type="checkbox"/>	LONGMEADOWS
20/06/2023	68	35.00		35.00		R <input type="checkbox"/>	Marks and Spencer
		<u>7,317.89</u>	<u>0.00</u>				

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

Westbourne Parish Council
53 SKYLARK AVENUE
EMSWORTH
HAMPSHIRE
PO10 7GB

Your Account

Sort Code 30-91-97
Account Number 00168407

TREASURERS ACCOUNT

01 June 2023 to 30 June 2023

Money In	£0.00	Balance on 01 June 2023	£138,053.55
Money Out	£7,317.89	Balance on 30 June 2023	£130,735.66

Your Transactions

Date	Description	Type	Money In (£)	Money Out (£)	Balance (£)
09 Jun 23	RIALTAS 400000001151520586 SM28555 403804 10 09JUN23	FPO		175.18	137,878.37
09 Jun 23	WSCC 600000001146453862 8001688357 300002 10	FPO		2,148.98	135,729.39
09 Jun 23	CAROL STUPPLE 200000001142769568 PARISH	FPO		100.00	135,629.39
09 Jun 23	MICROSOFT 300000001150069447	FPO		9.48	135,619.91
09 Jun 23	MICROSHADE 400000001151520649 17914	FPO		141.69	135,478.22
09 Jun 23	HMRC - ACCOUNTS OF 400000001151520661	FPO		1,362.46	134,115.76
09 Jun 23	WSCC LGPS 100000001143302976 CLARE	FPO		490.10	133,625.66
09 Jun 23	CLARE KENNETT 300000001150069503 SALARY	FPO		1,584.41	132,041.25
12 Jun 23	EE LIMITED Q74144313427785437	DD		20.59	132,020.66
20 Jun 23	STEWART CORMACK 400000001157336336 INV NO	FPO		220.00	131,800.66
20 Jun 23	LONGMEADOWS 400000001157336360 0694 0695	FPO		1,030.00	130,770.66
21 Jun 23	MARKS&SPENCER PLC CD 2316	DEB		35.00	130,735.66

Transaction types

BGC Bank Giro Credit	BP Bill Payments	CHG Charge	CHQ Cheque
COR Correction	CPT Cashpoint	DD Direct Debit	DEB Debit Card
DEP Deposit	FEE Fixed Service	FPI Faster Payment In	FPO Faster Payment Out
MPI Mobile Payment In	MPO Mobile Payment Out	PAY Payment	SO Standing Order
TFR Transfer			

10:10

Detailed Receipts & Payments by Budget Heading 30/06/2023

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
100 Income							
1076 Precept	63,255	126,509	63,255			50.0%	
1080 Bank Interest	0	1	1			0.0%	
1090 Misc Income	0	1	1			0.0%	
1110 Access licence - Sydenham Terr	0	200	200			0.0%	
1120 Rent - Allotment Association	0	500	500			0.0%	
1200 Grants Received	500	0	(500)			0.0%	
Income :- Receipts	63,755	127,211	63,457			50.1%	0
Net Receipts	63,755	127,211	63,457				
110 General Admin & Disbursements							
4000 Clerk's Salary - Gross	5,881	25,000	19,119		19,119	23.5%	
4010 Employers National Insurance	498	2,200	1,702		1,702	22.6%	
4030 Employers Pension	1,149	5,000	3,851		3,851	23.0%	
4060 Travelling (Clerk)	33	75	42		42	43.8%	
4065 Home Used as Office	78	320	242		242	24.4%	
4070 Chairman's Expenses	139	200	61		61	69.3%	
4075 Councillor's Expenses	0	200	200		200	0.0%	
4080 Courses & Publications	0	500	500		500	0.0%	
4085 External Audit	0	440	440		440	0.0%	
4090 Internal Audit	193	440	247		247	43.8%	
4095 Legal Advice & Professional	105	2,000	1,895		1,895	5.3%	
4105 Information Commissioner Offic	0	35	35		35	0.0%	
4110 Insurance	0	1,500	1,500		1,500	0.0%	
4115 Rialtas Financial Software	557	500	(57)		(57)	111.4%	
4120 Cloud Doc Storage/MS 365	366	1,000	634		634	36.6%	
4125 Hall Hire /Zoom Meeting Expens	420	550	130		130	76.4%	
4130 Stationery / Printing	68	220	152		152	30.9%	
4135 Postage / Po Box Address	330	350	20		20	94.3%	
4140 Mobile Phone	51	330	279		279	15.6%	
General Admin & Disbursements :- Indirect Payments	9,867	40,860	30,993	0	30,993	24.1%	0
Net Payments	(9,867)	(40,860)	(30,993)				
120 Running Costs							
4200 Westbourne Cemetery	0	12,137	12,137		12,137	0.0%	
4205 Ground Maintenance - Monks Hil	1,532	9,000	7,468		7,468	17.0%	
4215 Ground Maintenance - Mill Road	787	8,700	7,913		7,913	9.0%	
4220 Playground Defib Inspections	670	2,500	1,830		1,830	26.8%	

10:10

Detailed Receipts & Payments by Budget Heading 30/06/2023

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4225 Playground Inspections	0	1,320	1,320		1,320	0.0%	
4230 Footway Lighting Maintenance	1,354	1,300	(54)		(54)	104.1%	
4235 Rent to CDC - Mill Road Field	100	100	0		0	100.0%	
4705 Plant /Soil Flower Troughs	0	100	100		100	0.0%	
Running Costs :- Indirect Payments	4,443	35,157	30,714	0	30,714	12.6%	0
Net Payments	(4,443)	(35,157)	(30,714)				
130 Subscriptions, S137 / S147							
4300 Membership WSALC / NALC	800	799	(1)		(1)	100.1%	
4305 Local Council Review Qtr Mag	0	17	17		17	0.0%	
4310 Clerk's Membership SLCC	0	230	230		230	0.0%	
4315 British Legion Poppy Appeal	0	65	65		65	0.0%	
4320 Westbourne Allotment Associat	50	50	0		0	100.0%	
4325 Closed Churchyard	200	200	0		0	100.0%	
4330 Homestart	250	250	0		0	100.0%	
4335 Citizens Advice	300	300	0		0	100.0%	
4340 Parish Online Subscription	75	80	5		5	93.8%	
4345 Community Chest Grants	256	500	244		244	51.2%	
4350 Grants	2,878	3,000	122		122	95.9%	
Subscriptions, S137 / S147 :- Indirect Payments	4,808	5,491	683	0	683	87.6%	0
Net Payments	(4,808)	(5,491)	(683)				
140 Capital Schemes							
4400 Play Equipment - Monks Hill	0	3,000	3,000		3,000	0.0%	
4425 Office Equipment	0	200	200		200	0.0%	
4430 Tree Survey/Surgery	0	1,000	1,000		1,000	0.0%	
4440 Defibrillators	0	1,000	1,000		1,000	0.0%	
4445 Noticeboards	0	100	100		100	0.0%	
4455 Community Bus Service	1,500	2,000	500		500	75.0%	
4465 National Commemorations /Celeb	984	1,000	16		16	98.4%	
4470 TRO Highways	0	6,000	6,000		6,000	0.0%	
4475 Bourne Heritage Trail	1,500	1,500	0		0	100.0%	
Capital Schemes :- Indirect Payments	3,984	15,800	11,816	0	11,816	25.2%	0
Net Payments	(3,984)	(15,800)	(11,816)				
150 Services							
4500 Footway Lighting Energy SSE	437	2,000	1,563		1,563	21.8%	
4505 Waste Bins & Emptying	0	1,600	1,600		1,600	0.0%	
Services :- Indirect Payments	437	3,600	3,163	0	3,163	12.1%	0
Net Payments	(437)	(3,600)	(3,163)				

Continued over page

Detailed Receipts & Payments by Budget Heading 30/06/2023

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>160 Communications</u>							
4600 Community Consultation	0	250	250		250	0.0%	
4605 Newsletter /Printing Communica	179	3,000	2,821		2,821	6.0%	
4610 Website Hosting & Email Acc	0	500	500		500	0.0%	
Communications :- Indirect Payments	<u>179</u>	<u>3,750</u>	<u>3,571</u>	<u>0</u>	<u>3,571</u>	<u>4.8%</u>	<u>0</u>
Net Payments	<u>(179)</u>	<u>(3,750)</u>	<u>(3,571)</u>				
<u>170 Contingency Fund</u>							
4715 IT Support	0	50	50		50	0.0%	
4720 Increase general reserve	0	7,500	7,500		7,500	0.0%	
4790 New Initiatives Fund	4,928	15,000	10,072		10,072	32.9%	
Contingency Fund :- Indirect Payments	<u>4,928</u>	<u>22,550</u>	<u>17,622</u>	<u>0</u>	<u>17,622</u>	<u>21.9%</u>	<u>0</u>
Net Payments	<u>(4,928)</u>	<u>(22,550)</u>	<u>(17,622)</u>				
<u>999 VAT Data</u>							
515 VAT on Payments	585	0	(585)		(585)	0.0%	
VAT Data :- Indirect Payments	<u>585</u>	<u>0</u>	<u>(585)</u>	<u>0</u>	<u>(585)</u>		<u>0</u>
Net Payments	<u>(585)</u>	<u>0</u>	<u>585</u>				
Grand Totals:- Receipts	<u>63,755</u>	<u>127,211</u>	<u>63,457</u>			<u>50.1%</u>	
Payments	<u>29,231</u>	<u>127,208</u>	<u>97,977</u>	<u>0</u>	<u>97,977</u>	<u>23.0%</u>	
Net Receipts over Payments	<u>34,523</u>	<u>3</u>	<u>(34,520)</u>				
Movement to/(from) Gen Reserve	<u>34,523</u>						

Westbourne Parish Council, 13 July 2023**Agenda item 15: Payments for approval**

(DD: payment made by Direct Debit, IB: payment made by Internet Banking, C: cheque payment including number, PC: payment made by petty cash, *movement of an earmarked reserve, ** paid from No 2 account)

Payments for approval		Total	Net	VAT
BACS	EE Mobile phone	20.59	17.16	3.43
BACS	Confidential payments July 23	1,584.41	1,584.41	0.00
BACS	LGPS June 23	490.10	490.10	0.00
	Microshade cloud storage and email			
BACS	accounts	141.69	118.07	23.62
BACS	MS 365	9.48	7.90	1.58
BACS	Longmeadows quarter 1 2023/24	4,006.70	4,006.70	0.00
	Mulberry & Co payroll service quarter 1			
BACS	2023/24	126.00	105.00	21.00
BACS	Mulberry & Co training L Veltom	54.00	45.00	9.00
BACS	Remimbursement J Gould Waterstones	25.45	25.45	0.00
	Reimbursement L Mortimer, flowers for			
BACS	new troughs The Square	34.00	34.00	0.00
	Gale Tree Consultancy closed			
BACS	churchyard tree survey	400.00	333.34	66.66
		<hr/> <hr/>		
		6,892.42	6,767.13	125.29

Payments for retrospective approval

BACS	GM Support playground inspections	220.00	220.00	0.00
	Longmeadows copse, flower troughs			
BACS	and fence repairs Mill Road	1,030.00	1,030.00	0.00
BACS	Marks and Spencer, flowers	35.00	35.00	0.00
		<hr/> <hr/>		
		1,285.00	1,285.00	0.00

Westbourne Parish Council, 13 July 2023

Agenda item 16: Correspondence list

- The next SDNPA event for parishes will be an online meeting and Q&A session at 6.30pm on Wednesday 4 October 2023.
- To consider a request from a resident to place a memorial bench at Monk's Hill recreation ground. The resident would cover the full cost of the bench and installation.
- Chichester District Council has confirmed that as the Parish Council has enough members to be quorate, it does not need to fill the vacancy by election and should continue to advertise it and try to fill it by co-option.