

Parish Clerk
The Parish Office, the Triangle
Willingdon
East Sussex BN209PJ



Office Hours 9 am to 1 pm
Monday to Friday

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www.willingdonandjevington.org.uk

To the Chair and all Members of **Willingdon and Jevington Parish Council**:

Parish Council Members are summoned to a meeting of the **FULL COUNCIL** to be held on

Monday 14th July 2025 at 7.30pm

At the Trinity Hall ,Coppice Avenue, Willingdon.

Signed: *N. Williamson*

9th July 2025

Nicola Williamson (Parish Clerk to Willingdon and Jevington Parish Council)

The public have a right and are welcome to attend.

The press and public are reminded that they must remain silent when the meeting is in progress in accordance with the Public Bodies (Admission to Meetings) Act, 1960. Meetings may be recorded in line with the protocol agreed by the Parish Council (copies available on request).

AGENDA

1. Apologies, Councillors not present and notification of substitutes.
2. To accept the minutes from the Annual Council Meeting held on Tuesday 6th May 2025.
3. To accept the minutes from the Extraordinary Parish Council Meeting held on Tuesday 27th May 2025.
4. Declarations of interest: To receive notices of declaration, personal and prejudicial, in respect of items on this agenda.
5. Public question time.
This item shall last no more than 15 minutes or at the Chair's discretion, and no one contribution shall last more than 3 minutes.
6. Co-option of New Members
 - (i) Presentations by candidates
 - (ii) Decision by Members
 - (iii) New Member – To agree Committees
7. Report of Parish Council Chair and questions from Members.
8. Report of Parish Clerk and questions from Members.
9. Reports of County and District Councillors and questions from Members.
10. Questions to Committee Chairs and minutes for adoption by Full Council.

- i) Amenities – Cllr C Payne MBE, Minutes of 2nd June 2025.
- ii) Cemetery – Cllr M Cooper, Minutes of 9th June 2025.
- iii) Events – Cllr R Sheppard, Minutes of 12th May 2025.
- iv) Finance and General Purposes - Cllr Nisbet, Minutes of 7th April 2025 and 23rd June 2025.
- v) Planning – Cllr F Pritchett, Minutes of 12th May 2025, 2nd June and 23rd June 2025.
- vi) Recreation – Cllr Weedon, Minutes of 9th June 2025.

11. Reports of Parish Council Representatives.

- i) WDALC.
- ii) Polegate Windmill Trust.
- iii) Willingdon Memorial Hall.
- iv) Wannock Hall.
- v) Jevington Village Hall & Sports Club.
- vi) Library Charity Group Report.
- vii) Tree Warden.
- viii) Cuckmere Community Bus.

12. Recommendations from the Finance and General Purposes Committee 7th April 2025.

- i) Review of Council Policies.

13. Recommendations from the Finance and General Purposes Committee 23rd June 2025.

- i) Review of Council Policies.
- ii) Allotment Tenancy Agreement
- iii) Reconciliation for March and April 2025.
- iv) March and April 2025 Payment Lists.
- v) To note the CIL and Earmarked Reserves.

14. Finance Update.

- i) Income and Expenditure to date.

15. To agree the signing for the Agreement relating to the sale and purchase of Sports Pitches and associated Structures at Brodricklands and Hamlands Farm, Willingdon.

16. Risk management – to consider the effects (if any) arising from items on the agenda.

17. Urgent items – for noting or referral to next agenda for Full Council or appropriate committee/sub-committee.

18. Date of Next meeting – Monday 13th October 2025.

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Willingdon and Jevington Annual Parish Council Meeting

The minutes of the Annual Meeting of the **Parish Council** held on **Tuesday 6th May 2025**.
At Trinity Church Hall, Coppice Avenue, Willingdon.

Present: Cllrs John Pritchett BEM (JP) (Chair), Ben Clennell (BC), Martin Cooper (MC), Helen Coote (HC), Howard Coote (HC), Sally Morris (SM), Ian Nisbet (IN), Fran Pritchett (FP), Ruth Sheppard (RS), Stephen Shing (SS), Andy Watkins (AW), Ryan Weedon (RW).

In attendance: Nicola Williamson (NW) (Parish Clerk).

Item	Subject	Action By
C25/01	<u>Election of Parish Council Chair</u> Cllr J Pritchett BEM was nominated and seconded to continue as the Chair for a further year. <u>RESOLVED:</u> Cllr J Pritchett was unanimously elected Chair for the year 2025-2026 by all Members present and signed the Chair's declaration in front of the Clerk.	NW
C25/02	<u>Election of Parish Council Vice Chair</u> Cllr Coote was nominated and seconded to continue as Vice Chair for a further year. <u>RESOLVED:</u> Cllr Coote was unanimously elected Vice Chair for the year 2025-2026 by all Members present.	
C25/03	<u>Apologies and Councillors Not Present</u> Apologies were received from Cllr Christine Payne MBE who had a previous engagement. Apologies were received from Cllr Daniel Shing who had a previous meeting but would try and attend if he could. These apologies were NOTED and APPROVED.	
C25/04	<u>Declaration of Interests</u> There were no declarations of interests.	
C25/05	<u>To accept and adopt the minutes of the Full Council meeting held on 17th March 2025</u> <u>RESOLVED:</u> To accept and adopt the minutes of the Full Council meeting held on 17th March 2025 and these were signed by Chair John Pritchett BEM as a true and accurate	NW

	record. Cllr Watkins asked if there have been any updates on Willingdon Memorial Hall Annual Accounts. NW confirmed that investigations are taking place.	
C25/06	<u>Public question time</u> There were two members of public present and had no questions.	
C25/07	<u>Appointment of standing Committees and election of Committee Chairs</u> (a) Amenities – RESOLVED: The committee to consist of Cllrs Helen Coote, Howard Coote, S Morris, I Nisbet, C Payne, J Pritchett and R Weedon. Cllr C Payne was elected as Committee Chair, Cllr I Nisbet as Vice Chair. Cllr F Pritchett agreed to be a substitute. (b) Cemetery – RESOLVED: The committee to consist of Cllrs M Cooper, H Coote, Helen Coote, I Nisbet, F Pritchett, J Pritchett, S Shing, A Watkins and R Weedon. Cllr Cooper was elected as Committee Chair, Cllr H Coote as Vice Chair. (c) Events – RESOLVED: The committee to consist of Cllrs M Cooper, H Coote, I Nisbet, F Pritchett, J Pritchett and R Sheppard. Cllr R Sheppard was elected as Committee Chair, Cllr F Pritchett as Vice Chair. (d) Planning, Highways & Licensing – RESOLVED: The committee to consist of Cllrs B Clennell, H Coote, S Morris, I Nisbet, C Payne, F Pritchett, J Pritchett and A Watkins. Cllr F Pritchett was elected as Committee Chair, Cllr I Nisbet as Vice Chair. Cllr M Cooper agreed to be a Substitute. (e) Recreation – RESOLVED: The committee to consist of Cllrs B Clennell, H Coote, I Nisbet, F Pritchett, J Pritchett, R Sheppard and D Shing. Cllr R Weedon was elected as Committee Chair, Cllr B Clennell as Vice Chair. (f) Finance and General Purposes – RESOLVED: The committee to consist of Cllrs B Clennell, M Cooper, H Coote, I Nisbet, C Payne, F Pritchett, J Pritchett, R Sheppard, S Shing, A Watkins and R Weedon. Cllr Nisbet was elected as Committee Chair, Cllr J Pritchett as Vice Chair.	
C25/08	<u>Renewal of permitted delegated authority to Committees.</u> <u>RESOLVED:</u> To renew permitted delegated authority to the following committees – Amenities, Cemetery, Events, Recreation, Planning and Finance & General Purposes Committees after some amendments made.	<u>NW</u>

C25/09	<u>Review of Code of Conduct.</u> <u>RESOLVED:</u> To accept the current Code of Conduct.	
C25/10	<u>Consent for the Summons to Attend Meetings to be transmitted in electronic form.</u> <u>RESOLVED:</u> Members AGREED to consent for the summons to Attend Meetings to be transmitted in electronic form.	
C25/11	<u>Review of Register of Members' Interests.</u> The Clerk's previously circulated report was NOTED. It was AGREED that Members would resubmit their forms if there were any changes.	
C25/12	<u>Review of asset register and insurance arrangements</u> Cllr Watkins inquired about the discrepancy between the number of bus shelters listed on the asset register and those covered by the insurance policy, noting that they did not appear to match. NW will consult with the insurance company to verify the details and make any necessary adjustments. It was AGREED to accept the Asset Register and the Insurance Policy following the checks and amendments as necessary.	<u>NW</u>
C25/13	<u>Appointment of Parish Council Representatives</u> a) WDALC – <u>RESOLVED:</u> To appoint Cllr M Cooper and C Payne as Parish representatives. b) Willingdon/Polegate Windmill Trust – <u>RESOLVED:</u> To appoint Cllr R Weedon as Parish representative. c) Tree Warden - <u>RESOLVED:</u> To appoint Cllr M Cooper as Tree Warden for Willingdon and Cllr B Clennell as Tree Warden for Jevington. d) Cuckmere Buses – <u>RESOLVED:</u> To appoint Cllr R Weedon as the Parish representative. e) Willingdon Memorial Hall – <u>RESOLVED:</u> To appoint Cllr C Payne as Parish representative. f) Wannock Hall – <u>RESOLVED:</u> To appoint Cllr F Pritchett as Parish representative. g) Jevington Village Hall and Cricket Club – <u>RESOLVED:</u> To appoint Cllr B Clennell as Parish representative. h) Library – <u>RESOLVED:</u> To appoint Cllr I Nisbet as Parish representative.	
C25/14	<u>Committee Minutes</u> <u>RESOLVED:</u> Members AGREED adoption of the following minutes:	

	a) Amenities Committee -31st April 2025 Cllr C Payne. b) Cemetery Committee- 10th March 2025 Cllr M Cooper. Cllr Cooper reported that the Cemetery Road has now been completed. Cllr Weedon asked if Hailsham Roadways had given any work guarantees. NW reported that there is a guarantee in place and will confirm how long this is for. c) Finance & General Purposes Committee -7th March 2025 Cllr J Pritchett. d) Planning, Highways & Licensing Committee – 10th March, 31st March and 22nd April 2025 Cllr F Pritchett. Cllr F Pritchett thanked the Members again for all their hard work attending the planning meetings every three weeks.	NW
C25/15	<u>Financial Matters 2024/25</u> (a) Final Accounts for year ended 31st March 2024 The Clerk's report was NOTED. NW reported that all the year-end Paperwork was now with the Auditor ready for the PC audit on 9th May 2025. Members NOTED the year-end Balances and had no questions. (b) <u>Income and Expenditure 2024-2025</u> This was NOTED. (c) <u>To Note the report from the Responsible Finance Officer</u> This will be circulated to the Members in due course. (d) <u>Financial Risk Assessment</u> RESOLVED: Members AGREED to ADOPT the policy with no amendments. (e) <u>Agree Cheque Signatories 2025 - 2026</u> RESOLVED: Members AGREED to the following Cheque signatories: Cllrs B Clennell, J Pritchett, I Nisbet as the current signatories. NW to arrange the necessary bank paperwork for Cllr Clennell to sign to become a signatory. Cllr Weedon inquired about the procedure if the Clerk was unavailable and the signatories needed to reach the bank. NW clarified that all banking information is securely stored, but the Chair would have access to it if required. (f) <u>To agree the direct debits</u> Cllrs AGREED the direct debit list for the year 2025 – 2026. (g) <u>Councillor Allowance and Remuneration</u> Cllrs AGREED not to claim the Councillor allowances for the year 2025-2026.	NW NW
C25/16	<u>Parish Council Chair's Report</u> The Report was NOTED.	

C25/17	<u>Parish Clerk's Update</u> The Clerk's Report was NOTED. Cllr B Clennell wanted to express his thanks to Dave Miles for all his hard work in Jevington the past year.	<u>NW</u>
C25/18	<u>County and District Councillor Reports</u> <u>County Council Report – Cllrs S & D Shing</u> Cllr S Shing gave a verbal update on the Exceat Bridge. There was no district report as there had been nothing else to report since the Annual Parish Meeting.	
C25/19	<u>Policies Review</u> I. <u>Standing Orders</u> RESOLVED: Members AGREED to adopt the Standing Orders for the Year 2025-2026 with the amended changes by NALC. This was after a discussion as to whether Members on the F & GP committee should be reduced due to the Parish Council Membership being reduced. Members AGREED this should be discussed in more depth at the next F & GP meeting. II. <u>Financial Regulations</u> RESOLVED: Members AGREED to adopt the Financial Regulations for the Year 2024-2025 with the amended changes by NALC. III. <u>General Power of Competence</u> RESOLVED: Members agreed to adopt the General Power of Competence for the Year 2025-2026. iv. <u>Civility and Respect Pledge</u> RESOLVED: Members agreed to stay signed up to the Civility and Respect Pledge for the Year 2025-2026.	<u>NW</u> <u>NW</u> <u>NW</u> <u>NW</u>
C25/20	<u>To Agree the Meeting Schedule for 2025 - 2026</u> RESOLVED: Members AGREED to adopt the meeting schedule for the Year 2025-2026. 5 Full Council Meetings per year. 5 F&GP Meetings per year. 4 Committee Meetings per year apart from Planning which is every 3 weeks.	
C25/21	<u>Any other urgent items for noting or referral to next agenda for Council or appropriate committee.</u> Cllr J Pritchett reminded Councillors that the Beacon lighting is on 8th May 2025 to celebrate the 80th Anniversary of VE Day. The beacon will be being built at 4pm and could any Councillors help him to build it. Cllr Sheppard reported that some of the kerb stones have come loose, and could ESCC address the issue?	<u>NW</u>

	Cllr Clennell reiterated the issues with speeding on the C40, in particular the damage made to the footpath opposite the Village Hall following a car crash. Cllr Clennell to send photos to NW who will report this ESCC again. NW had previously reported that the local PCSO Isaac Wood was moving to a different area, and his replacement is PCSO Lauren Tilbury. Members asked NW to invite Lauren to MITP.	<u>NW</u> <u>BC</u> <u>NW</u> <u>NW</u>
C25/22	The Date of the next Full Council Meeting - Monday 14th July 2025 at 7.30pm	

Meeting ended at 8.50pm

Signed..... (Chair)

Date.....



Willingdon and Jevington Parish Council Extraordinary Meeting

The minutes of the Meeting of the **Parish Council** held on **Tuesday 27th May 2025**
at Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs John Pritchett BEM (Chair), Ben Clennell (BC), Martin Cooper (MC), Helen Coote (HC), Howard Coote (HC), Sally Morris (SM), Ian Nisbet (IN), Fran Pritchett (FP), Ruth Sheppard (RS), Andy Watkins (AW), Ryan Weedon (RW).

In attendance: Nicola Williamson (NW) (Parish Clerk).

Item	Subject	Action By
PC25/101	<u>Apologies and Councillors Not Present</u> There were apologies from Christine Payne MBE who was away. These were NOTED and ACCEPTED . Cllrs Daniel Shing and Stephen Shing did not attend.	
PC25/102	<u>To accept and adopt the minutes of the Council meeting held on Monday 17th March 2025</u> RESOLVED: To accept and adopt the minutes of the Full Council meeting held on Monday 17 th March 2025. These were signed by Cllr John Pritchett BEM (Chair) as a true and correct record.	
PC25/103	<u>Declaration of Interests</u> Cllrs J & F Pritchett, R Sheppard, A Watkins and R Weedon declared an interest in PC25/106 and would not be voting.	
PC25/104	<u>Public question time – to deal with any questions received from members of the public relating to items on this agenda</u> There were no members of public present.	
PC25/105	<u>Finance</u> i) Annual Internal Audit – To receive and note the report. Members thanked Andy Beams for his work on the year end audit. Members NOTED the report and ere pleased there were no recommendations. ii) Approve and Ratify Annual Governance and Accountability Return 2024/2025-Form 3 Section 1. Members APPROVED and RATIFIED for the chair to sign Section 1. iii) Approve and Ratify Annual Governance and Accountability Return 2024/2025-Form 3 Section 2 completed by the RFO.	

	Members APPROVED and RATIFIED for the Chair to sign Section 2. iv) Approve and Ratify prepared Explanation of Variances. Members APPROVED and RATIFIED the prepared Explanation of Variances.	
PC25/106	<u>Willingdon/Polegate Windmill strip of land</u> The land adjacent to the Windmill has long served as a turning area for vehicles, maintained by Windmill members for this purpose. However, during the COVID-19 pandemic, the owners of 25 Park Croft unexpectedly claimed and fenced off this land, incorporating it into their garden without notifying anyone at the Windmill. Following this, the Wealden District Council (WDC) issued a five-year lease to the homeowner, despite the land's established turning rights. Upon consulting with a solicitor, Windmill members raised concerns about the legality of this lease, leading WDC to acknowledge their oversight in issuing the license and to deny any extension. With the lease now expired, this presents an opportune moment for the Parish Council to consider purchasing the land to secure it for the Windmill and avert future disputes. A formal request for a valuation from WDC's Valuation Team is necessary, with estimated costs around £1,350. Meanwhile, WDC has instructed the homeowner to restore the land to its original state, removing any fencing. Cllr Clennell asked for a breakdown of the £1350 fees, which NW will forward to the Members. Members discussed what a good opportunity this would be for the Parish Council to purchase this strip of land. This would preserve the Windmills turning rights on the land. Members AGREED for WDC to carry out the land valuation and pay the costs involved.	<u>NW</u>
PC25/107	<u>Risk management – to consider the effects (if any) arising from items on the agenda</u> Cllr Weedon raised concerns regarding the potential challenges that may arise in relationships with neighbouring residents. Members also discussed the possibility of drainage problems.	
PC25/108	<u>Urgent items – for noting or referral to next agenda for Full Council or appropriate committee/sub-Committee</u> Cllr Clennell reported that in Jevington, the temporary barriers that ESCC had put up following a car crash were still in place. NW to chase up.	<u>NW</u>
PC25/109	The next meeting would be on Monday 14th July 2025.	<u>NW</u>

Meeting ended at 7.50 pm.

Signed..... (Committee Chair)

Date.....

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Parish Council Meeting Monday 14th July 2025

Agenda Item 6. Co-option of New Members

The Co-option application forms have been circulated to the Members.

Agenda Item 11. Reports of Parish Council Representatives.

- i) **WDALC** – The next meeting will be on Wednesday 16th July 2025 at 7pm.
- ii) **Willingdon/Polegate Windmill Trust.**
- iii) **Willingdon Memorial Hall** – Cllr Payne MBE had nothing to report for this meeting.
- iv) **Wannock Hall.**
- v) **Jevington Village Hall & Sports Club.**
- vi) **Library Charity Group Report** – see attached report from Cllr Nisbet.
- vii) **Tree Warden.**
- viii) **Cuckmere Community Bus.**

Agenda Item 12. Recommendations from F & GP Committee Meeting 7th April 2025

(i) Review of Council Policies

Disciplinary Policy

It was **AGREED** to **RECOMMEND** to Full Council that no changes were required at this current time to **ADOPT** the policy.

Freedom of Information Policy

It was **AGREED** to **RECOMMEND** to Full Council that no changes were required at this current time and to **ADOPT** the policy.

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Agenda Item 13. Recommendations from F & GP Committee Meeting 23rd June 2025

(i) Review of Council Policies

Printing and Photocopying Policy

It was **AGREED** to **RECOMMEND** to Full Council that following some amendments to **ADOPT** the policy.

Community Grants Policy

It was **AGREED** to **RECOMMEND** to Full Council that no changes were required at this current time and to **ADOPT** the policy.

(ii) Reconciliation for March and April 2025 – see attached.

(iii) March and April 2025 Payment Lists – see attached.

(iv) To note the CIL and earmarked reserves – see attached.

Agenda Item 14. Finance Update

(i) Income and expenditure to date – see attached.

Agenda Item 15. To agree the signing for the Agreement relating to the sale and purchase of Sports Pitches and associated Structures at Brodricklands and Hamlands Farm, Willingdon.

Following the advice of the Parish Council solicitor the agreement is now ready for signing following the Parish Councils agreement. See attached.

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The minutes of the **AMENITIES COMMITTEE** held on
Monday 2nd June 2025.

At The Willingdon Community Hub Library, Coppice Avenue, Willingdon at 7.30pm.

Present: Cllrs Christine Payne MBE (Chair), Sally Morris (SM), Ian Nisbet (IN), Fran Pritchett (FP), John Pritchett BEM (JP), Ryan Weedon (RW).

In Attendance: Nicola Williamson – Parish Clerk (NW). 1 x Member of Public.

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
A25/13	<u>Apologies, Councillors not present and notification of substitutes</u> There were apologies from Cllrs Helen and Howard Coote who were unwell. There were apologies from Cllr Sally Morris who was away. These apologies were NOTED and ACCEPTED .	
A25/14	<u>To sign the minutes of the meeting held on 31st March 2025</u> <u>RESOLVED:</u> To accept the minutes of the meeting held on 31 st March 2025 as a true and accurate record and were signed by Chair Christine Payne MBE.	
A25/15	<u>Declarations of interest</u> There were no declarations of interest.	
A25/16	<u>Public Question Time</u> – to deal with any questions received from members of the public relating to items on this agenda. There was one member of public present and did not want to ask any questions.	
A25/17	<u>To consider the Clerk's report</u> The Clerk's report which had been circulated with the agenda was NOTED . i) Maintenance Person works New noticeboard has been ordered to replace the broken one by the Eight Bells Pub. Underpass graffiti – No new graffiti to date. ii) Repairs to the bridge at the Triangle NW had reported that following extensive discussions with the ESCC Solicitors and the ESCC Asset Manager, there remains uncertainty regarding the management of the bridge at the Triangle. This bridge is not included in any agreements between the Parish Council (PC) and ESCC concerning Jubilee Green and the office. Currently, options are being explored, one of which involves transferring ownership of the bridge to the PC while allowing ESCC to retain responsibility for the drainage culvert beneath	NW

	it, effectively formalising the bridge's adoption by the PC. Alternatively, ESCC may issue a license for the PC to use and maintain the bridge, as the solicitor has indicated that transferring ownership could be complicated by ESCC's ongoing maintenance obligations for the culvert. Discussions on this matter are ongoing with the Estates team. NW reported there had been a significant turnover of staff, resulting in a lack of proper handover for outstanding tasks. Members AGREED that the PC should urgently draft a letter to ESCC. This follows email communication from former ESCC employee Corinne Black, stating that ESCC will not undertake any repairs to the bridge and are willing to transfer ownership of the bridge to the PC. The PC has incurred expenses for repairs, and if ESCC is unwilling to transfer the bridge, reimbursement should be sought from ESCC. iii) Benches There is a broken bench at the bus stop outside of Trinity Church Hall that will be replaced. There is a broken bench at the Oxendean Traffic lights that has been repaired. Cllr Weedon reported that there are some damaged benches in Freshwater Square. NW confirmed the benches are the responsibility of the management Company that look after Freshwater Square. NW to report the damaged benches.	NW
A25/18	<u>Floral Planting</u> Dave Miles has replanted the floral planter in Jubilee Gardens with summer plants. Members thanked Dave Miles for his hard work. Floral troughs –Southern Land Services have now planted these as well as the new flowers on the Willingdon sign near the BP garage. NW reported that SLS had grown the flowers inhouse in their new greenhouses, this should help keep costs down.	NW
A25/19	<u>Bus Shelters</u> The Coopers Hill & Seven Sisters bus stops are in the current delivery plan for completion by end of May 2025 due to delays with the display screens. It was also noted that a bus shelter on Coopers Hill opposite the BP garage is scheduled to be installed as part of the HPEMAC developments. Members discussed that they were disappointed there had been no news or updates regarding the HPEMAC. NW to write to ESCC for an update.	NW
A25/20	<u>Library Hub</u> Members NOTED the previously circulated report. i) Update & Works to be carried out Dave Miles to carry out some painting due to a small water leak near the children's books. This was due to a loose tile which has now been repaired. ii) Minutes of the last Hub Trust Meeting Minutes were attached for meetings carried out in April and May 2025.	

A25/21	Allotments Members NOTED the previously circulated report. During the prior amenities meeting, it was decided to establish a working group to discuss the allotment rules and regulations, as well as the associated fees and charges. The working group met on 29th April and systematically reviewed the rules and regulations, making amendments that Cllr Christine Payne subsequently documented for the amenities committee. NW had previously distributed information regarding the fees and charges of other neighbouring allotments, and the working group agreed the fees and charges to be proposed to the amenities committee. The Members AGREED the fees and charges and AGREED the rules and regulations with slight amendments, ready to recommend these to the upcoming Finance & General Purposes meeting for approval. Members thanked the working party for all their hard work.	NW
A25/22	Budgetary Controls i) Income and expenditure to date The Clerk's report was NOTED.	NW
A25/23	Risk Management – to consider the effects (if any) arising from items on the agenda. Cllr Weedon raised a slight concern over flooding issues on the allotment site.	
A25/24	Urgent Matters – for noting or referral to the next agenda for Full Council or appropriate committee/sub-committee. Cllr Pritchett reported that there were two for sale signs on the grass verges on Eastbourne Road – Could they be removed as the grass cutters will have difficulty cutting the grass with the boards there. NW to contact the estate agents to remove. Members deliberated on recent changes implemented by WDC concerning the allocation of funds to individual Cllrs, allowing them a budget of £10,000 for expenditures within their respective wards. It is proposed that this matter be included on the F & GP agenda to ask the opinions and any proposed plans from Cllrs Daniel Shing, Raymond Shing, and Stephen Shing regarding the intended use of these funds. NW will send an email to the Cllrs prior to the meeting containing the relevant questions.	NW NW
A25/25	Date of next meeting - Monday 1st September 2025 at 7.30pm.	NW

Meeting closed at 8.25 pm.

Signed Committee Chair.....

Date.....

CHAIR'S REPORT TO PARISH COUNCIL 14 JULY 2025

Firstly, very many thanks for re-electing me as Chair for this year and for all the support given to me by both our Clerk Nicola Williamson, Admin Assistant Colleen Budd and Councillors without which my job would be extremely difficult.

The following is an update since my last report.

11 April Frances and I attended the Paragon fields AGM. Everything seems to be running very smoothly and very many thanks to their Committee Chaired by Jo Fitzpatrick.

23 April I attended the AGM of our Willingdon Windmill which was held at Polegate Community Centre. No other Councillors were present but it was very well attended by their team of volunteers who thanked our Council for the grant we gave them last year as well as my Honorarium which enabled them to purchase a new law mower which was very much appreciated. The Committee chaired by Adrian Backshall are in the process of digitalising their membership. They are also in talks with Wealden District Council about the piece of land opposite the Mill (which is fenced off at present). I was pleased to be able to tell them that the Parish Council is also in talks with Wealden over the plot of land and has agreed to pay the fees involved. They are not discussing this issue with the neighbour as it was felt this could compromise any proposed decision.

6 May – Annual Council Meeting

At this meeting all Councillors were re-elected to their present roles with Councillor Ian Nisbet agreeing to take on Chair of F&GP following Jim Gleeson's resignation which was very much appreciated.

Councillor Ryan Weeden agreed to take on Chair of Recreation from Councillor Nisbet which was also much appreciated.

1 June – Music in the Park

I think it is fair to say this is our showcase event of the year and was once again extremely well supported with hundreds of residents enjoying both the good weather and the music and support acts. Firstly I must thank Colleen for all the organisation that went into the event both before and on the day, our Clerk Nicola Williamson for all the support she offered, as well as to Dave Miles our Handyman, Councillors Martin Cooper, Ian Nisbet and Frances Pritchett. Big thank you to Nicola's husband Kevin and Colleen's husband Richard for their help in erecting the gazebos.

The Willingdon Witches especially went down very well with our very own Councillor Ruth Sheppard taking part! The Dog Show was once more a favourite with many people entering as well as the miniature railway which is always popular. I toured the site and spoke to all the stallholders who were all doing very well. Many thanks to Ian Nisbet who compared the event this year, to Michael King for organising the car parking, the Raffle ticket sellers – Sally Morris, Christine Payne, Frances Pritchett and Rena Wood, and Colin Wood for looking after the Bouncy Council and our Clerk Nicola Williamson who relieved Colin so he could have a break.

The Beer Tent which Angela Cain always provides was once again very much appreciated and also the 1st Willingdon Scouts who had their usual Hot Dogs and Burgers stall.

Our two nominated charities this year were – Chestnut Tree House and Wildlife Rescue and Ambulance Service, and Chestnut Tree House had a stall on the day.

I was delighted that the Deputy Lord Lieutenant Anthony Lamb and his wife Linda took time out from their busy schedule to pop in and spend some time walking round and talking to everyone.

10 June AGM Wannock Village Hall I attended the meeting with Frances (who is a Trustee of the hall). The whole Council had an invite as a thank you for the CiL money which paid for the new roof which they were extremely grateful for but it was disappointing that no other councillors were present. The Hall is extremely well used and very well managed.

12 June – Willingdon Community School Stage 3 Awards Evening

Frances and I were pleased to accept the invitation to attend the Stage 3 Awards Evening at our Willingdon Community School. I was invited to present the Award to a young student who had succeeded despite difficult circumstances. It was an excellent evening enhanced by a performance from their very talented musicians and singers. Following their very professional performances I suggested they performed at our Music in the Park Event next year.

27 June – Willingdon Primary School – Frances and I were invited to attend and for me to open their new garden for which the Council gave a grant of £1,000 to help them get started. To say they were grateful is an understatement. The Headteacher, Mrs Gemma Roxburgh explained to us that it is very difficult now for schools to get any extra funding above what they receive from the Government. Also in attendance was our MP James MacCleary who had given a talk to the pupils prior to the opening.

3 July – Willingdon Pre-Schools – Chalk Hill and Lower Willingdon each received a cheque of £55 from my Chair's Honorarium. The remainder of it I used to purchase VE Day Medals for all our Councillors and our Office team. I also gave them to the WILLRA members who helped Frances and I to build the Beacon, and to Farmer Henry Brown who supplied the material for it and transported it to the Beacon site.

7 July – Willingdon Community School Frances and I attended the Music Festival at the school by invitation of Headteacher Emily May.

9 July – Chestnut Tree House near Arundel Frances and I, accompanied by Angela Cain from the British Queen, visited Chestnut Tree House by invitation of Susan Freeman as a thank you for our Parish Council's and our personal support as well as Angela's and the British Queen's personal support. As you will know Chestnut Tree House was one of the charities supported by our Council's Music in the Park event this year.

Cllr John Pritchett BEM
Chair



The minutes of the **AMENITIES COMMITTEE** held on

Monday 2nd June 2025.

At The Willingdon Community Hub Library, Coppice Avenue, Willingdon at 7.30pm.

Present: Cllrs Christine Payne MBE (Chair), Sally Morris (SM), Ian Nisbet (IN), Fran Pritchett (FP), John Pritchett BEM (JP), Ryan Weedon (RW).

In Attendance: Nicola Williamson – Parish Clerk (NW). 1 x Member of Public.

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
A25/13	<u>Apologies, Councillors not present and notification of substitutes</u> There were apologies from Cllrs Helen and Howard Coote who were unwell. There were apologies from Cllr Sally Morris who was away. These apologies were NOTED and ACCEPTED .	
A25/14	<u>To sign the minutes of the meeting held on 31st March 2025</u> RESOLVED: To accept the minutes of the meeting held on 31 st March 2025 as a true and accurate record and were signed by Chair Christine Payne MBE.	
A25/15	<u>Declarations of interest</u> There were no declarations of interest.	
A25/16	<u>Public Question Time</u> – to deal with any questions received from members of the public relating to items on this agenda. There was one member of public present and did not want to ask any questions.	
A25/17	<u>To consider the Clerk's report</u> The Clerk's report which had been circulated with the agenda was NOTED . i) Maintenance Person works New noticeboard has been ordered to replace the broken one by the Eight Bells Pub. Underpass graffiti – No new graffiti to date. ii) Repairs to the bridge at the Triangle NW had reported that following extensive discussions with the ESCC Solicitors and the ESCC Asset Manager, there remains uncertainty regarding the management of the bridge at the Triangle. This bridge is not included in any agreements between the Parish Council (PC) and ESCC concerning Jubilee Green and the office. Currently, options are being explored, one of which involves transferring ownership of the bridge to the PC while allowing ESCC to retain responsibility for the drainage culvert beneath	NW

	it, effectively formalising the bridge's adoption by the PC. Alternatively, ESCC may issue a license for the PC to use and maintain the bridge, as the solicitor has indicated that transferring ownership could be complicated by ESCC's ongoing maintenance obligations for the culvert. Discussions on this matter are ongoing with the Estates team. NW reported there had been a significant turnover of staff, resulting in a lack of proper handover for outstanding tasks. Members AGREED that the PC should urgently draft a letter to ESCC. This follows email communication from former ESCC employee Corinne Black, stating that ESCC will not undertake any repairs to the bridge and are willing to transfer ownership of the bridge to the PC. The PC has incurred expenses for repairs, and if ESCC is unwilling to transfer the bridge, reimbursement should be sought from ESCC. iii) Benches There is a broken bench at the bus stop outside of Trinity Church Hall that will be replaced. There is a broken bench at the Oxendean Traffic lights that has been repaired. Cllr Weedon reported that there are some damaged benches in Freshwater Square. NW confirmed the benches are the responsibility of the management Company that look after Freshwater Square. NW to report the damaged benches.	NW
A25/18	<u>Floral Planting</u> Dave Miles has replanted the floral planter in Jubilee Gardens with summer plants. Members thanked Dave Miles for his hard work. Floral troughs –Southern Land Services have now planted these as well as the new flowers on the Willingdon sign near the BP garage. NW reported that SLS had grown the flowers inhouse in their new greenhouses, this should help keep costs down.	NW
A25/19	<u>Bus Shelters</u> The Coopers Hill & Seven Sisters bus stops are in the current delivery plan for completion by end of May 2025 due to delays with the display screens. It was also noted that a bus shelter on Coopers Hill opposite the BP garage is scheduled to be installed as part of the HPEMAC developments. Members discussed that they were disappointed there had been no news or updates regarding the HPEMAC. NW to write to ESCC for an update.	NW
A25/20	<u>Library Hub</u> Members NOTED the previously circulated report. i) Update & Works to be carried out Dave Miles to carry out some painting due to a small water leak near the children's books. This was due to a loose tile which has now been repaired. ii) Minutes of the last Hub Trust Meeting Minutes were attached for meetings carried out in April and May 2025.	

A25/21	Allotments Members NOTED the previously circulated report. During the prior amenities meeting, it was decided to establish a working group to discuss the allotment rules and regulations, as well as the associated fees and charges. The working group met on 29th April and systematically reviewed the rules and regulations, making amendments that Cllr Christine Payne subsequently documented for the amenities committee. NW had previously distributed information regarding the fees and charges of other neighbouring allotments, and the working group agreed the fees and charges to be proposed to the amenities committee. The Members AGREED the fees and charges and AGREED the rules and regulations with slight amendments, ready to recommend these to the upcoming Finance & General Purposes meeting for approval. Members thanked the working party for all their hard work.	NW
A25/22	Budgetary Controls i) Income and expenditure to date The Clerk's report was NOTED.	NW
A25/23	Risk Management – to consider the effects (if any) arising from items on the agenda. Cllr Weedon raised a slight concern over flooding issues on the allotment site.	
A25/24	Urgent Matters – for noting or referral to the next agenda for Full Council or appropriate committee/sub-committee. Cllr Pritchett reported that there were two for sale signs on the grass verges on Eastbourne Road – Could they be removed as the grass cutters will have difficulty cutting the grass with the boards there. NW to contact the estate agents to remove. Members deliberated on recent changes implemented by WDC concerning the allocation of funds to individual Cllrs, allowing them a budget of £10,000 for expenditures within their respective wards. It is proposed that this matter be included on the F & GP agenda to ask the opinions and any proposed plans from Cllrs Daniel Shing, Raymond Shing, and Stephen Shing regarding the intended use of these funds. NW will send an email to the Cllrs prior to the meeting containing the relevant questions.	NW NW
A25/25	Date of next meeting - Monday 1st September 2025 at 7.30pm.	NW

Meeting closed at 8.25 pm.

Signed Committee Chair.....

Date.....

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The minutes of the **CEMETERY COMMITTEE** held on **Monday 9th June 2025** at the Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs John Pritchett BEM (JP) (Parish Council Chair), Ian Nisbet (IN), Fran Pritchett (FP), Stephen Shing (SS), Andy Watkins (AW), Ryan Weedon (RW).

In Attendance: Nicola Williamson – Cemetery Manager (NW).

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
C25/11	<u>Apologies, Councillors not present and notifications of substitutes</u> There were apologies from Cllr Martin Cooper who was away. There were apologies from Cllrs Helen and Howard Coote who were away. These were NOTED and ACCEPTED .	
C25/12	<u>To accept and sign the minutes from the meeting held on 10th March 2025</u> RESOLVED: To accept the minutes of 10 th March 2025 as a true and accurate record, and these were signed by Parish Council Chair Cllr John Pritchett in the absence of the Cemetery Chair and Vice-Chair.	
C25/13	<u>Declarations of interest</u> Cllrs Fran and John Pritchett BEM declared an interest as cemetery grave plot holders. Cllr S Shing declared an interest as a cemetery plot holder. Cllr A Watkins declared an interest as a cemetery plot holder.	
C25/14	<u>Public Question Time</u> – to deal with any questions received from members of the public relating to items on this agenda. There were no members of the public present.	
C25/15	<u>Report from Cemetery Manager</u> Members NOTED the Cemetery Manager's previously circulated report. Additional Cemetery Land – there have been no updates from EBC. Cemetery sign outside the Cemetery still has not been replaced – we are now waiting for a revised invoice for the sign as the previous one was wrong. Cemetery road has now been completed. SLS will re-seed the grass around the road repairs in September. NW confirmed the works have a 12-month labour and materials warranty.	 NW NW

	Cllr Weedon inquired whether the PC insurance would provide coverage for any natural damage to the road, such as a sinkhole. While this scenario is highly improbable, NW will review the insurance policy.	NW																																
	<table><tr><th><u>Burial Stats 10th March 2025 to 9th June 2025</u></th><th>Parishioner</th><th>Non-Parishioner</th><th>Total</th></tr><tr><td></td><td><u>No</u></td><td><u>No</u></td><td><u>No</u></td></tr><tr><td>New Burial Plot – Single</td><td>0</td><td>1</td><td>1</td></tr><tr><td>New Burial Plot – Double</td><td>0</td><td>0</td><td>0</td></tr><tr><td>Burial Re-open</td><td>0</td><td>6</td><td>6</td></tr><tr><td>GORAR - New</td><td>0</td><td>1</td><td>0</td></tr><tr><td>NMG - New</td><td>2</td><td>4</td><td>6</td></tr><tr><td>Ashes Re-open</td><td>0</td><td>4</td><td>0</td></tr></table>	<u>Burial Stats 10th March 2025 to 9th June 2025</u>	Parishioner	Non-Parishioner	Total		<u>No</u>	<u>No</u>	<u>No</u>	New Burial Plot – Single	0	1	1	New Burial Plot – Double	0	0	0	Burial Re-open	0	6	6	GORAR - New	0	1	0	NMG - New	2	4	6	Ashes Re-open	0	4	0	NW
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Burial Re-open	0	6	6																															
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NMG - New	2	4	6																															
Ashes Re-open	0	4	0																															
<u>C25/16</u>	<u>Extending the New Memorial Garden</u> As the existing section of the new Memorial Gardens are filling up, NW asked Members to consider the next section and start the tendering process. Members asked how long this section has taken to become half full, NW reported it has taken just over a year, and it was very popular. Members AGREED for NW to get three quotes for the next meeting.	NW																																
<u>C25/17</u>	<u>Rules and Regulations</u> Members discussed the existing rules and regulations and AGREED that no changes were required at this time.																																	
<u>C25/18</u>	<u>Budgetary Controls – Income and Expenditure</u> Income and expenditure – All NOTED . Cllr Weedon queried why the code 1086/400 was so low in comparison to the last year. NW would look into the matter but reported that it was hard to gauge the income for ashes interments and burials too.	NW																																
<u>C25/19</u>	<u>Risk Management – to consider the effects (if any) arising from items on the agenda</u> Any dead overhanging trees from outside the Cemetery.																																	
<u>C25/20</u>	<u>Urgent items and items for noting or referral to the next agenda for Full Council or appropriate committee/sub-committee</u> Cllr Pritchett BEM reported that ESCC still haven't cut the trees back on Eastbourne Road to the BP garage despite NW reporting this several times this year. It was also reported that the extremely invasive Alexander weed is growing at an alarming speed and that also hasn't been cut back. Members were pleased with the new flower trough on the Willingdon sign, but could Dave	NW NW																																

	Miles cut back the bushes behind it.	
<u>C25/21</u>	Date of next meeting Monday 1st September 2025.	

Meeting closed at 7.32pm.

Signed..... Chair

Date.....



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The minutes of the **EVENTS COMMITTEE** meeting
held on **Monday 12th May 2025**
At Willingdon Community Hub Library, Coppice Avenue at 7.30 pm.

Present: Cllrs Ruth Sheppard (RS) (Chair), Martin Cooper (MC), Ian Nisbet (IN), Fran Pritchett (FP), John Pritchett BEM (JP).

In Attendance: Nicola Williamson (NW) Parish Clerk.

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
E25/13	<u>Apologies, Councillors not present and notifications of substitutes</u> There were apologies from Cllr Howard Coote who was unwell. These were NOTED and ACCEPTED .	
E25/14	<u>To accept the minutes from the meeting held on 25th November 2024</u> RESOLVED: To accept the minutes of 27 th January 2025 as an accurate and true record, and these were signed by Cllr R Sheppard (Chair).	
E25/15	<u>Declarations of interest</u> None.	
E25/16	<u>Public Question Time</u> There were no members of the public attending.	
E25/17	<u>Annual Parish Walk</u> Members NOTED the Clerk's previously circulated report. Unfortunately, the Walk was postponed as not a lot of participants. Members discussed changing the day or times to attract more residents.	
E25/18	<u>Music in the Park 2025</u> Members NOTED the Clerk's previously circulated report. This will be held on Sunday 1 st June 11.30am until 4.30pm. Gates open at 9am to get set up. Two charities this year are Chestnut Tree House and Wildlife Rescue and Ambulance Service. Both charities to be invited to have a stall at MITP this year. We have a total of 5 sponsors, 10 confirmed raffle prizes and 16 confirmed stalls.	

	Confirmed musical artists are Will Taylor, Ragati String Band, Derry Green, Con Brio and Jade Powers. Fairground, Miniature railway, Badra Belly dancing troupe, Bouncy castle, coconut shy, soft archery and soft axe throwing have all been booked. We have the scouts providing Burgers and hotdogs, The British Queen with their beer tent and an Ice cream van. St Johns Ambulance have been booked and confirmed as attending. Owen's have confirmed that they are providing the scaffolding again this year. Active Play are unable to attend this year as they have staffing issues. Soundfangled are once again providing pa equipment and an additional personal to man it for the day. Cllr Sheppard reported that her partner Michael has volunteered to help with the car parking as he did last year. Members thanked Michael for his help again. NW to confirm the attendance of Anthony and Linda Lamb to help as they previously indicated they would like to help. Cllr Sheppard reported that she could advertise the Badra Dancing troops witch dance on social media and could the PC run a competition for children to be the best dressed witch or wizard. Members AGREED this was a good idea and NW to provide vouchers for the winners.	NW NW/CB
<u>E25/19</u>	<u>Christmas Carol Evening 2025</u> Members AGREED for the Christmas Carol Evening to be held on Thursday 11th December 25 5.15pm until 7pm. Cllr Clennell had offered to be Father Christmas again. Willingdon primary School to sing carols from 5.15 until 5.45pm. Wealden Bras to play carols from 6pm until 7pm. British Queen to sell burgers etc. PC to supply Mulled wine and Mince pies.	
<u>E25/20</u>	<u>Budgetary Controls</u> a) <u>Income and expenditure year to date</u> Members NOTED the income and expenditure and had no questions.	
<u>E25/21</u>	<u>Risk Management – to consider the effects (if any) arising from items on the agenda</u> To provide covering on the MITP staging if it rains.	
<u>E25/22</u>	<u>Urgent items and items for referral to next agenda</u> Litter Pick – NW reported that residents have collected litter picking equipment up and were doing litter picks as and when needed. Remembrance Services – This will all be arranged in due course.	NW

<u>E25/23</u>	Date of next meeting – TBC	
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Meeting closed at 7.55 pm.

Signed..... Chair

Date.....

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The minutes of the **FINANCE & GENERAL PURPOSES COMMITTEE**
held on **Monday 7th April 2025** at 7.30pm
At the Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs John Pritchett BEM (Vice-Chair), Ben Clennell (BC), Howard Coote (HC), Martin Cooper (MC), Ian Nisbet (IN), Christine Payne MBE (CP), Fran Pritchett (FP), Ryan Weedon (RW).

In Attendance: Nicola Williamson –Parish Clerk (NW).

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
FGP25/17	<u>Apologies, Councillors not present and notification of substitutes</u> There were apologies from Cllr Stephen Shing who had a previous commitment. There were apologies from Cllr Andy Watkins who was unwell. These were NOTED and ACCEPTED . Cllr Jim Gleeson did not attend.	
FGP25/18	<u>To accept the minutes of the meeting held on Monday 10th February 2025</u> RESOLVED: The minutes of Monday 10 th February 2025 were accepted as an accurate record signed by the Cllr John Pritchett BEM (Vice-Chair of F & GP).	
FGP25/19	<u>Declarations of Interest</u> There were no declarations of interest at this point of the meeting.	
FGP25/20	<u>Public Question Time</u> – to deal with any questions received from members of the public relating to items on this agenda. There were no members of the public present.	
FGP25/21	<u>Parish Clerks Report of items not on the agenda</u> The Clerk's previous circulated report was NOTED .	
FGP25/22	<u>Administrative Matters</u> (i) Property Matters NW has consistently communicated with ESCC regarding the potential acquisition of the library by the PC. The ESCC Estates Manager has indicated that the property is not part of their current disposal program. Should it be considered for disposal in the future, it is anticipated that the property will be sold on the open market to ensure maximum value. They are keeping a record of NW's inquiry and will strive to notify the PC if the site becomes available for sale. NW also shared an email from Cllr Watkins, who encouraged the PC to send a letter to the ESCC Chief Executive and the local MP. Cllr Watkins emphasized that since the PC assumed responsibility for the library, it has become a vital resource for the village, widely used by various organizations, clubs, and residents. He advocates for the library to be offered to the PC based on its current usage rather than for development, or at the very least, to be made available on a long lease. Cllrs F and J Pritchett stressed the importance of highlighting the numerous improvements made to the	

	library since the PC took over, including the installation of double-glazed windows, solar panels, a new front door, new carpeting, complete decoration, air conditioning, a new kitchen, a disabled-friendly toilet, and significant enhancements to the garden. The members unanimously AGREED to send a letter to the ESCC Chief Executive. (ii) Website and Social Media Members were reminded that if they want anything added to the website to contact the office. The website is continually kept up to date with current news. (iii) Newsletter NW reported that the Spring edition of the newsletter was currently with the printers and distribution would be in the next week or so.	NW CB NW
FGP25/23	Financial Matters (i) To consider report from Responsible Finance Officer – Members acknowledged the detailed report presented by RFO Andy Beams concerning the Financial Services Compensation Scheme and the Investment Strategy. AB reported that the Parish Council currently holds seven distinct bank accounts with significant balances. He noted that the FSCS provides compensation of up to £85,000 per financial institution for eligible deposits, excluding the CCLA bank account. AB suggested transferring funds exceeding £85,000 from each account into the CCLA account to enhance interest earnings. Following a discussion, Members AGREED with the RFO's recommendations and decided to maintain all accounts, except for the CCLA, below the £85,000 threshold. (ii) Reconciliation for January and February 2025 for agreement Cllrs Cooper and Nisbet to complete the Councillor checks for January and February 2025. This was NOTED by the Members. (iii) January and February Payment Lists for agreement It was RESOLVED to APPROVE the payment list for January 2025 totalling £15,501.46. It was RESOLVED to APPROVE the payment list for February 2025 totalling £438,207.13. This is high for the month and was due to £400,000 being transferred from the current account into the savings account. (iv) Budgetary Controls – Income and expenditure to date for all committees It was RESOLVED to NOTE the income and expenditure report. (v) Earmarked and CIL Reserves It was RESOLVED to NOTE the earmarked reserves and CIL report. (vi) Wealden Citizens Advice update Members acknowledged the report from Wealden Citizens Advice concerning the W & J PC Hardship Fund that had been previously distributed. Between September 1, 2024, and February 28, 2025, WCA assisted 55 clients with a total of 215 issues, primarily focusing on benefits, followed by food vouchers and relationship support. The current balance of the fund stands at £6,545.06, and WCA is exploring additional ways to use these resources. One proposed initiative is to trial a £100 grant per application, contingent upon meeting specific criteria. WCA believes this approach will enable them to provide timely and practical support to those in greatest need while ensuring the fund's effective use. Following a thorough discussion, Members AGREED to implement this trial for three months, after which WCA will present a report at the next F & GP meeting.	NW

(vii) To consider and agree the Grant Awards

Members **NOTED** the previously circulated report.

Following questions and discussion it was **AGREED** to award the following grants totalling £14,407.00.

Organisation	Amount	Declared interest
Chalk Farm Pre-School & Nursery	£210	
Children with Cancer Fund	£300	
Cuckmere Buses	£1000	
2 nd Downs Rainbows	£335	
41 st Eastbourne Guides	£610	
41 st Eastbourne Brownies	£500	
Grow Community	£1000	
JPK Sussex Project	£1970	Cllrs F & J Pritchett
Linking Lives Befriending Scheme	£1000	Cllr J Pritchett
East Sussex Vision Support	£150	
St Andrews Church Jevington	£1020	Cllr Clennell
St Mary's Church Willingdon	£1500	Cllrs F & J Pritchett
St Wilfrid's Hospice	£2000	Cllr Cooper
Sussex Air Ambulance	£700	
Trinity Church	£912	
Wealden CAB	£1200	

FGP25/24 Policing Matters

(i) Any Police Updates

PCSO Isaac Wood provided a report for the meeting. The Members **NOTED** this report and were pleased to see that crime levels were very low.

NW

FGP25/25 Review of Council Policies

(i) Freedom of Information Policy

It was **AGREED** to **RECOMMEND** to Full Council that no changes were needed at this time and to **ADOPT** the policy.

NW

(ii) Disciplinary Policy

It was **AGREED** to **RECOMMEND** to Full Council that no changes were needed at this time and to **ADOPT** the policy.

NW

Draft Confidential Reporting (Whistleblowing) Policy

It was decided that NW would review the whistleblowing policies of other Parish Councils, as Members expressed concerns regarding the phrasing of the draft policy, indicating that it required re-wording. NW will investigate this matter and include it in the agenda for the next Finance and General Purposes meeting.

NW

FGP25/26 Personnel Matters – Update on any personnel issues

(i) Minutes of the last Personnel Sub-Committee held on the 1st April 2025

NW reported the minutes would be circulated in due course.

NW

FGP25/27 Risk Management – to consider the effects (if any) arising from items on the agenda

No matters were raised.

FGP25/28 Urgent Matters – for noting or referral to the next agenda for Full Council or appropriate committee/sub-committee

Cllr Weedon reported there had been some anti-social behaviour in Tott Yew Recreation Ground in the evenings. Local Youngsters and some German Students – this had been reported to the Police on

NW

	the 1 st April. NW to contact the PCSO Isaac Woods to let him know of this report.	
FGP25/29	Date of next meeting The next meeting is scheduled for Monday 23 rd June 2025.	

Meeting closed at 8.40pm.

Signed Committee Chair.....

Date.....

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The minutes of the **FINANCE & GENERAL PURPOSES COMMITTEE**
held on **Monday 23rd June 2025** at 7.30pm
At the Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs Ian Nisbet (Chair), Ben Clennell (BC), Martin Cooper (MC), Christine Payne MBE (CP), Fran Pritchett (FP), John Pritchett BEM (JP), Ruth Sheppard (RS), Stephen Shing (SS), Andy Watkins (AW), Ryan Weedon (RW).

In Attendance: Nicola Williamson –Parish Clerk (NW).

<u>Item</u>	<u>Subject</u>	<u>Action</u> <u>By</u>
FGP25/30	<u>Apologies, Councillors not present and notification of substitutes</u> There were apologies from Cllr Howard Coote who was away. These were NOTED and ACCEPTED .	
FGP25/31	<u>To accept the minutes of the meeting held on Monday 7th April 2025</u> RESOLVED: The minutes of Monday 7 th April 2025 were accepted as an accurate record signed by the Cllr Ian Nisbet (Chair).	
FGP25/32	<u>Declarations of Interest</u> There were no declarations of interests.	
FGP25/33	<u>Public Question Time</u> – to deal with any questions received from members of the public relating to items on this agenda. There were no members of the public present.	
FGP25/34	<u>Parish Clerks Report of items not on the agenda</u> The Clerk's previous circulated report was NOTED . NW reported that movement of funds that was agreed at the last meeting would take place in the next two to three weeks as NW had annual leave coming up. NW reported that the year end audit was now with the external auditor.	NW
FGP25/35	<u>Administrative Matters</u> (i) Property Matters It was noted at the MITP event in Huggett's Lane Recreation that the disabled toilet is being overlooked when it comes to being cleaned. Also, it had been reported that the door was continually being left open for residents without a key to be used. A notice has been put up in the toilet to remind residents that the door should be securely closed after use. Members asked if an automatic spring could be put on the door, NW reported that she would check if this could be done on this particular door as it was for disabled people who might struggle with a automatic spring door. NW to contact the PC cleaner who has agreed to clean this toilet once a week on a Monday evening. At the last meeting it was agreed to send a letter to ESCC Executive Becky Shaw to ask if the PC would	

	purchase the library. Although the PC have a five-year lease with ESCC, the PC would prefer to purchase the library. Becky Shaw informed the PC that ESCC do not wish to sell the freehold of the asset. NW confirmed that she has applied for the library to be a community asset again, as this must be applied for every five years. (ii) Website and Social Media Members were reminded that if they want anything added to the website to contact the office. The website is continually kept up to date with current news. (iii) Newsletter NW reported that the next newsletter will go out towards the end of July so any items Cllrs would like to see in the newsletter please let the office know. Items suggested were the flower troughs, police update and about reporting all crimes (however small) to the police. Updates on Meadowburne and MMF sites. Cllr Fran Pritchett thanked Southern Land Services for such an excellent job with the flower troughs that are around the Parish.	
FGP25/36	<u>Financial Matters</u> (i) To consider report from Responsible Finance Officer Members NOTED the RFO's report. (ii) Reconciliation for March and April 2025 for agreement Cllrs Cooper has completed the March Councillor checks and Cllr Nisbet to complete the Councillor checks for April 2025. RFO Andy Beams has completed the monthly reconciliation satisfactorily. This was NOTED by the Members. (iii) March and April Payment Lists for agreement It was RESOLVED to APPROVE the payment list for March 2025 totalling £23,076.92. It was RESOLVED to APPROVE the payment list for April 2025 totalling £102,950.58. (iv) Budgetary Controls – Income and expenditure to date for all committees It was RESOLVED to NOTE the income and expenditure report. (v) Earmarked and CIL Reserves It was RESOLVED to NOTE the earmarked reserves and CIL report after Members queried amounts for Bus Shelters, Allotments and Village Halls. (vi) Asset Register and Insurance During the last F & GP meeting, several Members raised questions regarding discrepancies between the asset register and the insurance documents. NW reported that she had checked with the insurance company to check that the figures were accurate and consistent and amended as necessary. Cllr Payne asked about how the Personal Accident insurance works for staff and Members. NW reported that both staff and Members are covered by this insurance in the event of an accident occurring during working hours or while driving for work purposes. Members asked how many claims had been made, NW reported in the last 12 years there had only been one claim made by a member of public and the insurance paid out a one-off payment. Members asked if the Meadowburne Pavilion had been added to the insurance yet. NW reported this would happen when the building work has been completed and handed over to the PC. It would then need a valuation to be carried out. Cllr Fran Pritchett asked if a defibrillator would be installed at the Pavilion. NW confirmed this has been agreed.	NW

FGP25/37	<u>Co-option of new Members update</u> NW reported that following the co-option application process with the deadline of Monday 9th June 2025, there are three candidates. The candidates are Dionne Daniel, Terry Dorsett and Nicholas Taylor. The applications for co-option will be reviewed during the upcoming Full Council meeting scheduled for Monday, July 14th, 2025. The application forms will be distributed to Members prior to the Full Council meeting. The three applicants are expected to attend the Full Council meeting and will have the opportunity to address the members in addition to submitting their application forms. Subsequently, the Members will conduct a vote.	
FGP25/38	<u>Meadowburne</u> (i) To agree the Allotments rules and regulations Members thanked the working group for their hard work and to Cllr Payne for updating the rules and regulations. Members discussed the rules and regulations and AGREED the rules and regulation subject to a couple of amendments. (ii) Community Group During the most recent Recreation Meeting, members addressed the anti-social issues occurring in that area and considered whether establishing a community group with a representative from the Parish Council would be beneficial for the residents. Members AGREED that a prominent piece should be put in the newsletter about the importance of reporting incidents to the police, including ways to report crimes.	
FGP25/39	<u>WDC Ward Budgets – update</u> WDC had recently announced that WDC are being given £10,000 to spend in their own wards. Members asked Cllr Shing for any updates and ideas he might have to spend the funds. Cllr Shing reported that this is all he knew at the moment and he was due to have a meeting with WDC leader James Partridge to ask for more clarity on how this would work, timescales and criteria to allocate funds. Meanwhile Cllr Shing asked Members and residents to send him ideas or projects. Cllr Shing asked for this information to be advertised in the PC newsletter and on the website.	
FGP25/40	<u>Policing Matters</u> (i) Any Police Updates PCSO Lauren Tilbury reported the following: The Chief Inspector stopped written reports just before she took over, but she has provided some relevant information for the Members. Willingdon does not have such a big issue when it comes to crime. Since the beginning of the month within the Willingdon and Jevington area there has been a couple of reports of cows in the road plus a number of reported shopliftings between the Welcome store and Tesco's and a couple of reports of antisocial behaviour. There has also been one stolen car from the Jevington area that was quickly recovered.	
FGP25/41	<u>Review of Council Policies</u> (i) Printing and Photocopying Policy It was AGREED to RECOMMEND to Full Council that following changes to 3.1 and 3.2 and to ADOPT the policy. (ii) Community Grants Policy It was AGREED to RECOMMEND to Full Council that no changes were needed at this time and to ADOPT the policy.	<u>NW</u> <u>NW</u>
FGP25/42	<u>School Liaisons – To agree the representatives</u> (i) Willingdon Primary School – It was AGREED for Cllr Christine Payne MBE to be the representative for the Parish Council.	

	(ii) Willingdon Community School - It was AGREED for Cllr John Pritchett BEM to be the representative for the Parish Council.	
FGP25/43	<u>Personnel Sub-Committee</u> It was RESOLVED for the Personnel Sub-Committee to consist of Cllrs Martin Cooper, Howard Coote, Christine Payne MBE and John Pritchett BEM. Cllr Martin Cooper was elected as the Chair.	<u>NW</u>
FGP25/44	<u>Community Infrastructure Levy Sub-Committee</u> It was RESOLVED for the Community Infrastructure Levy Sub-Committee to consist of Cllrs Ian Nisbet, Christine Payne MBE, John Pritchett BEM and Ryan Weedon. Cllr John Pritchett BEM was elected as the Chair.	
FGP25/45	<u>Business Plan Sub-Committee</u> It was RESOLVED for the Business Plan Sub-Committee to consist of Cllrs Ian Nisbet, Christine Payne MBE and John Pritchett BEM Cllr Ian Nisbet was elected as the Chair.	
FGP25/46	<u>Governance Sub-Committee</u> It was RESOLVED for the Governance Sub-Committee to consist of Cllrs Ben Clennell, John Pritchett BEM and Andy Watkins. Cllr Andy Watkins was elected as the Chair.	
FGP25/47	<u>Risk Management – to consider the effects (if any) arising from items on the agenda</u> No matters were raised.	
FGP25/48	<u>Urgent Matters – for noting or referral to the next agenda for Full Council or appropriate committee/sub-committee</u> Cllr Sheppard reported that on Facebook residents had been asking who could help with preventing the hollyhocks being cut down next the Willingdon Post office. Members replied this would be down to Eastbourne Borough Council.	<u>NW</u>
FGP25/49	<u>Date of next meeting</u> The next meeting is scheduled for Monday 15 th September 2025.	

Meeting closed at 8.50 pm.

Signed Committee Chair.....

Date.....

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The minutes of the **PLANNING, HIGHWAYS AND LICENSING COMMITTEE**

Held on **Monday 12th May 2025 at 7.00 pm**

At Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs Fran Pritchett (Chair), Ben Clennell (BC), Sally Morris (SM), Ian Nisbet (IN), John Pritchett BEM (JP), Andy Watkins (AW).

In Attendance: Nicola Williamson (NW) – Parish Clerk, Ruth Sheppard (RS).

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
P25/50	<u>Apologies, Councillors not present and notifications of substitutes</u> There were apologies from Cllr Howard Coote who was unwell. There were apologies from Cllr Christine Payne MBE who was away. These were NOTED and ACCEPTED .	
P25/51	<u>The minutes from the meeting held on Monday 22nd April 2025</u> RESOLVED: To accept the minutes of Monday 22 nd April 2025 as a true and accurate record, and these were signed by Cllr Fran Pritchett (Chair).	
P25/52	<u>Declaration of interest</u> There were no declarations of interest.	
P25/53	<u>Public Question Time</u> There were no members of public present.	
P25/54	<u>Planning applications.</u> SDNP/25/01673/PA14J – Wannock Farm, Jevington Road, Wannock, BN26 5NT. Installation of solar photovoltaic panels on the southeast facing roof slopes of two agricultural barns The Members AGREED to SUPPORT this application. WD/2025/0928/F – 1 Combe Rise, Willingdon, BN20 9LJ. First floor rear extension. The Members AGREED they had NO OBJECTIONS to this application. <i>*Cllr Ben Clennell arrived at 7.05pm*</i>	

P25/55	Planning Decisions			
	Plan Number	Address	Decision	Comments
	WD/2025/0683/F	54 Winchester Way, Willingdon, BN22 0JS	Approved	No Objections
	WD/2025/0638/F	17 Huggett's Lane, Willingdon, BN22 0LT	Approved	Objections
	WD/2025/0636/F	54 Broad Road, Willingdon, BN20 9QU	Approved	Objections
	This was NOTED .			
P25/56	Planning Enforcements			
	None			
P25/57	Urgent Items – for noting or referral to next agenda for Full Council or appropriate committee/sub-committee.			
	5 Winchester Way – This application is scheduled for discussion at the WDC Planning South meeting on Thursday, May 15th. Cllr Watkins inquired if anyone could attend to speak on behalf of the Parish Council, but no Councillors were available. He then conveyed the approval that WDC intends to grant, and the Members agreed to submit a written response from the Parish Council, which Cllr Watkins had prepared. Members felt that if the officers wished to approve the application because of the applicants special circumstances that the wording of Condition 4 needed to be strengthened to ensure that the approval is personal to the applicant so that any subsequent change of user or use would need a further planning application. Cllr Watkins indicated that the current Business Plan still mentions a Neighbourhood Plan, which the Parish Council previously opted not to pursue. Cllr John Pritchett explained that this decision was influenced by the number of housing developments approved, the associated financial implications (approximately £60,000), and the additional expenses of hiring personnel to create the Neighbourhood Plan. Cllr Watkins noted that the guidance he received at the Parish Cluster contradicted this, suggesting that the financial costs were significantly lower than £60,000. NW would include the Neighbourhood Plan on the next planning agenda. NW reported The WDC Project Team has scheduled a meeting for next week regarding the proposed Medical Centre, to which she and the Clerk from Polegate had also been invited. This informal meeting will include three members from the Project Team, who will provide updates on the feasibility study.			
P25/58	Date of Next Meeting			
	Monday 2 nd June 2025 at 7.00 pm			

Meeting closed at 7.27 pm.

Signed.....Chair

Date.....

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The minutes of the **PLANNING, HIGHWAYS AND LICENSING COMMITTEE**

Held on **Monday 2nd June 2025 at 7.00 pm**

At Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs Fran Pritchett (Chair), Ben Clennell (BC), Ian Nisbet (IN), Christine Payne (CP), John Pritchett BEM (JP), Andy Watkins (AW).

In Attendance: Nicola Williamson (NW) – Parish Clerk. 1 x Member of Public.

<u>Item</u>	<u>Subject</u>	<u>Action</u> <u>By</u>																
<u>P25/59</u>	<u>Apologies, Councillors not present and notifications of substitutes</u> There were apologies from Cllr Howard Coote who was unwell. There were apologies from Cllr Sally Morris who was away. These were NOTED and ACCEPTED .																	
<u>P25/60</u>	<u>The minutes from the meeting held on Monday 12th May 2025</u> RESOLVED: To accept the minutes of Monday 12 th May 2025 as a true and accurate record, and these were signed by Cllr Fran Pritchett (Chair). Cllr Andy Watkins requested an amendment to P25/57 5 Winchester Way to ensure that the paragraph corresponded with a letter that had previously been sent to WDC from the PC. The members agreed to the amendment being made, and for the Chair to then to sign the minutes.	NW																
<u>P25/61</u>	<u>Declaration of interest</u> There were no declarations of interest.																	
<u>P25/62</u>	<u>Public Question Time</u> There was one member of public present, who did not want to ask any questions.																	
<u>P25/63</u>	<u>Planning applications.</u> There were NONE.																	
<u>P25/64</u>	<u>Planning Decisions</u> <table><tr><th>Plan Number</th><th>Address</th><th>Decision</th><th>Comments</th></tr><tr><td>WD/2025/0752/F</td><td>7 Gorringe Close, Willingdon, BN20 9SU</td><td>Approved</td><td>No Objections</td></tr><tr><td>WD/2025/0887/F</td><td>18 Coppice Close, Willingdon, BN20 9QH</td><td>Approved</td><td>No Objections</td></tr><tr><td>WD/2025/0881/F</td><td>143 Anderida Road, Willingdon, BN22 0QE</td><td>Approved</td><td>No Objections</td></tr></table> This was NOTED .	Plan Number	Address	Decision	Comments	WD/2025/0752/F	7 Gorringe Close, Willingdon, BN20 9SU	Approved	No Objections	WD/2025/0887/F	18 Coppice Close, Willingdon, BN20 9QH	Approved	No Objections	WD/2025/0881/F	143 Anderida Road, Willingdon, BN22 0QE	Approved	No Objections	
Plan Number	Address	Decision	Comments															
WD/2025/0752/F	7 Gorringe Close, Willingdon, BN20 9SU	Approved	No Objections															
WD/2025/0887/F	18 Coppice Close, Willingdon, BN20 9QH	Approved	No Objections															
WD/2025/0881/F	143 Anderida Road, Willingdon, BN22 0QE	Approved	No Objections															

P25/65	Planning Enforcements There were NONE.	
P25/66	To agree the Chair and Members for the Large Development Sub-Committee. Members AGREED for the Chair to be John Pritchett and Members to be Cllrs Ian Nisbet, Christine Payne, Fran Pritchett and Andy Watkins.	
P25/67	To agree the Members for the SLR meetings. It was NOTED that it had previously been agreed for this to be a SLR Sub-Committee. Members AGREED for the Chair to be Cllr Christine Payne and all the planning committee to be Members, with three members attending each meeting. Cllr Watkins reported that a meeting of the SLR is set for next month. NW will confirm the meeting details with ESCC and gather agenda items for discussion. Cllr Watkins requested that the first agenda item be the HPEMAC, noting the lack of recent updates or information on this matter. Cllr Clennell reported that the barriers installed on the C40 near the Jevington Village Hall by East Sussex County Council following a car accident remain in place, and no repair work has been conducted. NW will follow up with ESCC urgently regarding this matter. Cllr Clennell reported that the work carried was of a poor standard and could have been carried out better.	NW NW
P25/68	Neighbourhood Plan During a recent planning meeting, it was noted that the business plan still included a reference to the Parish Council pursuing a neighbourhood plan. This matter had previously been addressed, with a consensus reached to abandon the neighbourhood plan due to its estimated cost of around £60,000, which had been reported by Cllr John Pritchett, and the fact that all planning permissions for available land in Willingdon had already been granted. Members discussed the possibility of removing the neighbourhood plan from the business plan. Cllr Watkins said that when Hellingly Parish Council completed their Neighbourhood Plan in July 2021 the overall cost was about £46,000 but that had been reduced by two grants received of £11000 so their actual cost was about £35,000 between 2014 and 2021 significantly less than that projected. Since then their Chair has estimated that the additional 10% of CiL monies received has amounted to an additional £334,800 above the £502,200 that they would otherwise have received. NW was tasked with exploring the advantages and disadvantages of implementing a neighbourhood plan for discussion at the next meeting.	NW
P25/69	WDC Planning Changes NW reported that WDC had recently had a meeting and made changes to the planning committees. Instead of having Planning South and North, it is now referred to as Planning Minors and Majors.	
P25/70	Medical Centre Update NW reported that a meeting had been held with Harry Chatfield (HC) WDC Project Manager for	

	the proposed Medical Centre and the Polegate Clerk. These will be held three monthly to keep both Councils up to date with any news. HC reported that all updates for the Medical Centre will be posted regularly on Let's talk Wealden with a question and answers page. HC noted that the medical centre kept being referred to as Polegate but was aware the site is in Willingdon. There are ongoing discussions of what to name the Medical Centre and it will be a neutral one. Timeline – This will depend on the chosen procurement route, but they are anticipating around a 12-month design period leading to a planning application. They will have more clarity on this once they have a planning pre-application meeting later this month. Budget approval will be late summer 2025.	
<u>P25/71</u>	Urgent Items – for noting or referral to next agenda for Full Council or appropriate committee/sub-committee. Parish Cluster meetings – Members agreed for Cllr Watkins to stay as the Parish Councils representative. Cllr Watkins commented that there has been reports of speeding traffic on the Meadowburne estate. Could this be raised at the next SLR meeting with some slow down signage placed.	
<u>P25/72</u>	Date of Next Meeting Monday 14th July 2025 at 7.00 pm	

Meeting closed at 7.41 pm.

Signed.....Chair

Date.....

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The minutes of the **PLANNING, HIGHWAYS AND LICENSING COMMITTEE**

Held on **Monday 23rd June 2025 at 7.00 pm**

At Willingdon Community Hub Library, Coppice Avenue, Willingdon.

Present: Cllrs Fran Pritchett (Chair), Ben Clennell (BC), Sally Morris (SM), Ian Nisbet (IN), Christine Payne (CP), John Pritchett BEM (JP), Andy Watkins (AW).

In Attendance: Nicola Williamson (NW) – Parish Clerk. Cllr Ruth Sheppard (RS).

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
P25/73	<u>Apologies, Councillors not present and notifications of substitutes</u> There were apologies from Cllr Howard Coote who was away. These were NOTED and ACCEPTED .	
P25/74	<u>The minutes from the meeting held on Monday 2nd June 2025</u> RESOLVED: To accept the minutes of Monday 2 nd June 2025 as a true and accurate record, and these were signed by Cllr Fran Pritchett (Chair) after the addition of Cllr Watkins comments to C25/68. Cllr Watkins said that when Hellingly Parish Council completed their Neighbourhood Plan in July 2021 the overall cost was about £46,000 but that had been reduced by two grants received of £11000 so their actual cost was about £35,000 between 2014 and 2021 significantly less than that projected. Since then their Chair has estimated that the additional 10% of CiL monies received has amounted to an additional £334,800 above the £502,200 that they would otherwise have received.	NW
P25/75	<u>Declaration of interest</u> There were no declarations of interest.	
P25/76	<u>Public Question Time</u> There were no members of public.	
P25/77	<u>Planning applications.</u> WD/2025/1265/F – 87 Church Street, Willingdon, BN22 OHS. Proposed single storey side extension to consist of new bedroom. The Members AGREED there were NO OBJECTIONS to this application.	

	WD/2025/1298/F – 6 Gorringe Drive, Willingdon, BN20 9ST Single storey side extension. The Members AGREED there were NO OBJECTIONS to this application.				
P25/78	Planning Decisions				
	Plan Number	Address	Decision	Comments	
	WD/2025/0486/F	5 Winchester Way, Willingdon, BN22 0JP	Approved	Objected	
	WD/2025/0928/F	1 Combe Rise, Willingdon, BN20 9LJ	Withdrawn	No Objections	
	This was NOTED .				
P25/79	Planning Enforcements				
	There were NONE.				
	Members reviewed the recent planning approval for 5 Winchester Way, noting the changed made by WDC in response to Cllr Watkins' comments on the proposal. It was also acknowledged that Cllr Raymond Shing was unable to attend the PC Minors meeting but had submitted a strong written objection to the application.				
	Cllr Watkins inquired about the status of any planning applications for 1 Huggett's Lane, where a home-based business operates. Cllr John Pritchett confirmed that no applications had been submitted. NW will double check with WDC planning.				
P25/80	Urgent Items – for noting or referral to next agenda for Full Council or appropriate committee/sub-committee.				
	Cllr J Pritchett BEM reported an overgrown hedge in Combe Rise – NW to check and report as necessary.				NW
	125 Eastbourne Road – Members were pleased the recent planning application was turned down. NW to contact WDC about the previously cut down tree on the plot.				
P25/81	Date of Next Meeting				
	Monday 14 th July 2025 at 7.00 pm				

Meeting closed at 7.26 pm.

Signed.....Chair

Date.....



The minutes of the **RECREATION COMMITTEE** held on **Monday 9th June 2025**
At the Willingdon Community Hub Library, Coppice Avenue at 7.30pm.

Present: Cllrs Ryan Weedon (RW) (Chair), Ben Clennell (BC), Ian Nisbet (IN), Fran Pritchett (FP), John Pritchett BEM (JP), Ruth Sheppard (RS), Daniel Shing (DS).

In Attendance: Nicola Williamson – Parish Clerk (NW).

<u>Item</u>	<u>Subject</u>	<u>Action By</u>
R25/15	<u>Apologies, Councillors not Present and notifications of substitutes</u> There were apologies from Cllr Howard Coote who was away. This was NOTED and ACCEPTED .	
R25/16	<u>To accept the minutes from the meeting held on Monday 17th February 2025</u> RECOMMENDED: To accept the minutes of Monday 17 th February 2025, as an accurate and true record, and these were signed by Cllr Ryan Weedon (Chair).	
R25/17	<u>Declarations of interest</u> All Councillors declared an interest in items relating to Huggett's Lane Recreation Ground as Trustees. The Clerk granted a general dispensation to allow discussion on Huggett's Lane Recreation Ground. Cllr Ben Clennell declared an interest in Jevington Recreation Ground. Cllr Ryan Weedon declared a non-pecuniary interest as a member of both Willingdon and Jevington Cricket teams.	
R25/18	<u>Public Question Time</u> There were no members of public present.	
R25/19	<u>Cricket and Football Clubs</u> Members NOTED the Clerk's report. Willingdon Juniors have played 9 matches this season. Willingdon Seniors have played 19 matches this season. Willingdon Athletic Football Club now have 17 teams with several divisional winners this season. They were unable to use Huggett's Lane Rec much this year due to the waterlogged pitches or the grass not being mowed. They are desperately looking forward to the new ground being ready and have met several residents on their trips down there to see progress. Those that they have met are very keen on us getting started down there but some have concerns about parking.	

<u>R25/20</u>	<u>Update on Meadowburne Sports Facilities</u> i) General Update The Clerk's report was NOTED. The PC solicitor wanted a detailed list of warranties from Barratts to complete the paperwork for signing. Barratts have now provided this list and are waiting for the PC solicitor to sign the final paperwork for completion. Hopefully, this will be in the next week or so. There have been concerns raised that there will not be enough parking provided for the new Pavilion and residents have suggested that there should be an overspill carpark. Members discussed the possibility of an overspill carpark by the Pavilion. NW reported that a meeting and site visit with Barratts Homes has been requested for as soon as possible. Cllr Weedon has proposed the creation of a leaflet or factsheet that outlines the recreational facilities currently available in the parish, the current plans for Meadowburne and Mornings Mill Farm, as well as the feasible actions we can undertake and those we cannot, in order to elicit a wider response from residents and engage the schools and library. It was AGREED that Cllrs Weedon, Nisbet, and Shepherd would convene to compile this leaflet or factsheet. It has been reported that there is a lot of anti-social behaviour on the Meadowburne Estate. NW has been liaising with the local PCSO Lauren Tilbury (LT) about the reports. Many of the reports have just been on Facebook groups but not many appear to be reported to the police. LT urges everyone to report any anti-social behaviour or crimes committed to the police in the first instance. Members AGREED that this must be included on the next newsletter on the front page. Members AGREED to ask the PCSO whether a street meeting could be arranged with the Meadowburne residents. Members agreed that setting up a community group with Parish Councillors would be a good idea and to discuss this further at F & GP next meeting. WDC have currently advertising a Sports Infrastructure fund – tThis has been circulated to the Willingdon Clubs.	
<u>R25/21</u>	<u>Update on Mornings Mill Farm Sports Pavilion and Sports Facilities</u> NW reported there were no updates on this development. NW to contact Claire Turner to enquire if WDC has any updates. Cllr Daniel Shing reported he had recently spoken to Stacey Robins who was still interested in coming and talking to the PC about current planning issues and updates, including devolution. NW to contact Stacey Robins. School liaison PC reps – to ask the school reps to contact the schools to get an idea from the schools what the community would like to see on this development. Contact to be made with local children's clubs as well.	NW NW

<u>R25/22</u>	<u>Huggett's Lane Recreation Ground</u> i) <u>General Update</u> It had previously been suggested that having four benches in the ground was not enough to cover it effectively. Members discussed various locations and the safety of residents sitting on the benches in certain locations near cricket matches. Members deferred this the next agenda and to take advice from residents where the best positions of benches could be put. MITP was held on Sunday 1st June and had a very successful day. However, using the Pavilion during the event highlighted that it requires improved cleaning. NW to contact the Cricket and Football Clubs to discuss this matter further and establish a more effective cleaning schedule. It was reported that the disabled toilet was getting missed off the cleaning schedule and the door was being regularly left open. NW to put a sign up on the door reminding users to always shut the door. NW to ask Ewan Johnston if he could make a regular clean of this toilet in his cleaning schedule.	NW NW NW
<u>R25/23</u>	<u>Tott Yew Recreation Ground</u> The Clerk's report was NOTED. i) <u>General Update</u> Two swings needed replacing due to natural wear, tear and usage; this has now been replaced. Members NOTED it was good to see the green gym used so well.	
<u>R25/24</u>	<u>Jevington Recreation Ground</u> i) <u>General Update</u> – nothing to report. Cllr Clennell reported the Orchard is being well kept and the ground is in good shape. Cllr John Pritchett asked NW to chase up Countrymans for a quote for cutting the grass. ii) <u>Cricket Club</u> Cllr Weedon reported that he had been trying to arrange an AGM meeting with Will Kirkman but has not had any success yet.	NW
<u>R25/25</u>	<u>Income and expenditure</u> i) <u>Income and expenditure to date</u> Members NOTED and AGREED the income and expenditure to date.	NW
<u>R25/26</u>	<u>Risk Management</u> <u>None</u>	
<u>R25/27</u>	<u>Any urgent items</u> Meadowburne overspill carpark – to go on the F & GP to allocate funds for this proposed carpark. NW reported a meeting was arranged this week with Peter Shoesmith to discuss building control checks on the building of the Pavilion at Meadowburne.	NW NW

	Members are very concerned of the on growing reports of shop-lifting in Tesco's at Freshwater Square. PCSO LT has been made aware of this and will visiting Tesco's to discuss.	
<u>R25/28</u>	<u>Date of the next Meeting – 26th August 2025 at 7.30pm.</u>	NW

Meeting finished at 8.45 pm.

Signed (Chair).....

Date.....



WILLINGTON & JEVINGTON LIBRARY REPORT

James McClearly MP held a surgery at the Library in May.

Replacement PCs and laptops have now been purchased.

The Summer Fayre in June was very successful and raised over £500.

The Summer Reading Challenge started on 5 July and this year's theme is Story Garden – Adventures in Nature and the Great Outdoors.

95% of participants continue reading at least once a week after taking part and 70% report increased reading confidence.

Research from the OECD shows that reading for pleasure is the single biggest indicator of a child's future success.

Ian Nisbet, Trustee, July 2025



DISCIPLINARY POLICY

1. Introduction

1.1 This policy is based on and complies with the 2015 ACAS Code of Practice. It is designed to help council employees improve unsatisfactory conduct and performance in their job. Wherever possible, the Council will try to resolve its concerns about employees' behaviour informally, without starting the formal procedure set out below.

1.2 The policy will be applied fairly, consistently and in accordance with the Equality Act 2010.

1.3 This policy confirms:

- The Council will fully investigate the facts of each case.
- The Council recognises that misconduct and unsatisfactory work performance are different issues. The disciplinary policy will apply to work performance issues to ensure that all alleged instances of employees' underperformance are dealt with fairly and in a way consistent with required standards, only if performance management proves ineffective.
- Employees will be informed in writing about the nature of the complaint against them and given the opportunity to state their case.
- Employees may be accompanied or represented by a trade union representative or a work colleague at any disciplinary or investigatory meeting. The companion is permitted to address such meetings, to put the employee's case and confer with the employee. The companion cannot answer questions put to the employee, address the meeting against the employee's wishes or prevent the employee from explaining his/her case.
- The Council will give employees reasonable notice of any meetings in this procedure. The employee must make all reasonable efforts to attend. Failure to attend any meeting may result in it going ahead and a decision being taken. An employee who does not attend a meeting will be given the opportunity to be represented and to make written submissions.
- If the employee's companion is not available for the proposed date of the meeting, the employee can request a postponement and can propose an alternative date that is within five working days of the original meeting date.
- Any changes to specified time limits in the Council's procedure must be agreed by the employee and the Council.

- Information about an employee's disciplinary matter will be restricted to those involved in the disciplinary process. A record of the reason for disciplinary action and the action taken by the Council is confidential to the employee. The employee's disciplinary records will be held by the Council in accordance with the Data Protection Act 1998.
- Recordings of the proceedings at any stage of the disciplinary procedure are prohibited, unless agreed as a reasonable adjustment that takes account of an employee's medical condition.
- Employees have the right to appeal against any disciplinary action. The appeal decision is final.
- If an employee who is already subject to the Council's disciplinary procedure, raises a grievance, the grievance will normally be heard after the completion of the disciplinary procedure.
- Disciplinary action taken by the Council can include an oral warning, written warning, final written warning or dismissal.
- Except for gross misconduct when an employee may be dismissed without notice, the Council will not dismiss an employee on the first occasion that it decides there has been misconduct.
- If an employee is suspended following allegations of misconduct, it will be on full pay and only for such time as is necessary. Suspension is not a disciplinary sanction. The Council will write to the employee to confirm any period of suspension and the reasons for it.
- The Council may consider mediation at any stage of the disciplinary procedure where appropriate (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process that requires the Council's and the employee's consent.

2. Examples of misconduct

2.1 Misconduct is employee behaviour that can lead to the employer taking disciplinary action. The following list contains some examples of misconduct.

- Unauthorised absence
- Poor timekeeping
- Misuse of the Council's resources and facilities including telephone, email and internet.
- Inappropriate behaviour
- Refusal to follow reasonable instructions.
- Breach of health and safety rules

3. Examples of gross misconduct

3.1 Gross misconduct is misconduct that is so serious that it is likely to lead to dismissal without notice. The following list contains some examples of gross misconduct.

- Bullying, discrimination and harassment
- Incapacity at work because of alcohol or drugs
- Violent behaviour
- Fraud or theft
- Gross negligence

- Gross insubordination
- Serious breaches of health and safety rules
- Serious and deliberate damage to property
- Use of the internet or email to access pornographic, obscene or offensive material
- Disclosure of confidential information

4. Examples of unsatisfactory work performance

- Inadequate application of office procedures
- Inadequate IT skills
- Unsatisfactory management of staff
- Unsatisfactory communication skills

5. Disciplinary investigation

5.1 There will be an investigation of the facts. The Council's Personnel sub-committee will appoint an investigator who will be responsible for undertaking the disciplinary investigation. The investigator will be independent and will normally be a councillor. If the Personnel sub-committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the council. The investigator will be appointed as soon as possible after the allegations have been made. The investigator will be asked to submit a report within 20 working days of appointment. In cases of alleged unsatisfactory performance or of allegations of minor misconduct, the appointment of an investigator may not be necessary and the Council may decide to commence disciplinary proceedings at the next stage.

5.2 The Personnel sub-committee will first notify the employee in writing of the alleged misconduct and ask him/her to attend a meeting with the investigator. The employee will be given at least five working days' notice of the meeting with the investigator so that he/she has reasonable time to prepare for it. The letter will explain the investigatory process and that the meeting is part of that process. The employee should be provided with a copy of the Council's disciplinary procedure. The Council will also inform the employee that when he/she meets with the investigator, he/she will have the opportunity to comment on the allegations with the investigator.

5.3 Employees may be accompanied or represented by a trade union representative or a work colleague at any investigatory meeting.

5.4 If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the investigator should try to obtain it from them in advance of the meeting with the employee.

5.5 The investigator has no authority to take disciplinary action. His/her role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the Personnel sub-committee whether or not disciplinary action should be taken.

5.6 The investigator's report will contain his/her recommendations and the findings on which they were based. He/she will recommend either:

- the employee has no case to answer and there should be no further action under the Council's disciplinary procedure
- the matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally, or
- the employee has a case to answer and there should be action under the Council's disciplinary procedure.

5.7 The investigator will submit the report to the Personnel sub-committee which will decide whether further action will be taken.

5.8 If the Council decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

6. The disciplinary meeting

6.1 If the Personnel sub-committee decides there is a case to answer, it will appoint a disciplinary panel of three councillors. The disciplinary panel will appoint a Chair from one of its members. The investigator shall not sit on the panel. No councillor with direct involvement in the matter shall be appointed to the panel. There may be insufficient members of the Personnel sub-committee who have no direct involvement in the matter. If so, the panel may include other councillors who are not members of the Personnel sub-committee. The employee will be invited, in writing, to attend a disciplinary meeting. The panel's letter will confirm the following:

- the names of its Chair and other two members
- details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting
- a copy of the investigation report, all the supporting evidence and a copy of the Council's disciplinary procedure
- the date, time and place for the meeting. The employee will be given reasonable notice of the hearing (at least 15 working days) so that he/she has sufficient time to prepare for it
- that witnesses may attend on the employee's and the Council's behalf and that both parties should inform each other of their witnesses' names at least five working days before the meeting
- that the employee and the Council will provide each other with all the supporting evidence at least five working days before the meeting. If witnesses are not attending the meeting, witness statements will be submitted to the other side at least five working days before the hearing
- that the employee may be accompanied by companion, either a trade union representative or work colleague

6.2 The disciplinary meeting will be conducted as follows:

- the Chair will introduce the members of the panel
- the investigator will present the findings of the investigation report
- the Chair will set out the Council's case and present supporting evidence (including any witnesses)
- the employee (or the companion) will set out his/her case and present evidence (including any witnesses)
- any member of the panel and the employee (or companion) may question the investigator and any witness
- the employee (or the companion) will have the opportunity to sum up his/her case
- the Chair will provide the employee with the panel's decision with reasons, in writing, within five working days of the meeting. The Chair will also notify the employee of the right to appeal
- the disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be investigated by the panel

7. Disciplinary action

7.1 If the panel decides that there should be disciplinary action, it may be any of the following:

8. Oral warning

8.1 An oral warning is issued for most first instances of minor misconduct. The Council will notify the employee:

- of the reason for the warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct or failure to improve will result in more serious disciplinary action
- of the right to appeal
- that a note confirming the oral warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for six months.

9. Written warning

9.1 If there is a repetition of earlier misconduct which resulted in an oral warning, or for different and more serious misconduct, the employee will normally be given a written warning. A written warning will set out:

- the reason for the written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct or failure to improve will result in more serious disciplinary action
- the employee's right of appeal

- that a note confirming the written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for 12 months.

10. Final written warning

10.1 If there is further misconduct during the period of a written warning, or if the misconduct is sufficiently serious, the employee will be given a final written warning. A final written warning will set out:

- the reason for the final written warning, the improvement required (if appropriate) and the time period for improvement
- that further misconduct or failure to improve will result in more serious disciplinary action up to and including dismissal
- the employee's right of appeal
- that a note confirming the final written warning will be placed on the employee's personnel file, that a copy will be provided to the employee and that the warning will remain in force for 18 months.

11. Dismissal

11.1 The Council may dismiss:

- for gross misconduct
- if there is no improvement within the specified time period in the conduct which has been the subject of a final written warning
- if another instance of misconduct has occurred and a final written warning has already been issued and remains in force

11.2 The Council will consider very carefully a decision to dismiss. If an employee is dismissed, he/she will receive a written statement of the reasons for his/her dismissal, the date on which the employment will end and details of his/her right to appeal.

11.3 If the panel decides to take no further action, no record of the matter will be retained on the employee's personnel file. Action imposed as a result of the disciplinary meeting will remain in force unless it is modified as a result of an appeal.

12. The appeal

12.1 An employee who is the subject of disciplinary action will be notified of the right of appeal. His/her written notice of appeal must be received by the Council within five working days of the employee receiving written notice of the disciplinary action and must specify the grounds for appeal.

12.2 The grounds for appeal include:

- a failure by the Council to follow its disciplinary policy
- the panel's decision was not supported by the evidence
- the disciplinary action was too severe in the circumstances of the case
- new evidence has come to light since the disciplinary meeting.

12.3 The Personnel sub-committee will appoint a panel of three members to hear the appeal. The panel will comprise of councillors who have not previously been involved in the case. There may be insufficient members of the Personnel sub-committee who have not previously been involved. If so, the appeal panel may include other councillors who are not members of the Personnel sub-committee. The appeal panel will appoint a Chair from one of its members.

12.4 The employee will be notified, in writing, within 10 days of receipt of the notice of appeal of the time, date and place of the appeal meeting. The employee will be advised that he/she may be accompanied by a companion, either a trade union representative or work colleague.

12.5 At the appeal meeting, the Chair will:

- introduce the appeal panel members to the employee
- explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the decision of the disciplinary panel
- explain the action that the appeal panel may take

12.6 The employee (or his/her companion) will be asked to explain the grounds for appeal.

12.7 The Chair will inform the employee that he/she will receive the decision and the appeal panel's reasons, in writing, within five working days of the appeal hearing.

12.8 The appeal panel may decide to uphold the decision of the disciplinary panel, substitute a less serious sanction or decide that no disciplinary action is necessary. If it decides to take no disciplinary action, no record of the matter will be placed on the employee's personnel file.

12.9 If an appeal against dismissal is upheld, the employee will be paid in full for the period from the date of dismissal and continuity of service will be preserved.

12.10 The appeal panel's decision is final.

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FREEDOM OF INFORMATION SCHEME

1. Introduction

1.1 The Freedom of Information Act 2000 is intended to promote a culture of openness and accountability amongst public authorities by providing people with rights of access to the information held by them.

1.2 The Parish Council will comply with the requirements of the Freedom of Information Act 2000, and in particular will

- Make as much information as practicable available via the publication scheme
- Respond to requests for information as quickly as possible, and in any event within the statutory timescales
- Where, exceptionally, we believe it is not going to be possible to respond fully within the statutory timescale (for example, where we have to consider the public interest tests), we will;
 - Advise you why, and give an estimated date by which the information will be provided, and
 - Provide as much of the information as possible within the earlier timescale
- Apply exemptions appropriately and consistently; and
- Ensure that any fees charged are calculated appropriately and consistently.

2. Schedule of charges

<u>Type of charge</u>	<u>Description</u>	<u>Basis of charge</u>
Disbursement cost	Photocopying @ 10p per sheet(B/W) 20p (colour)	Actual cost incurred
	£10.00 base fee	Staff Time
	Postage	Actual cost of 2 nd class stamp

3. The publication Scheme

3.1 This document is the guide to information available from the Parish Council under the publication scheme.

<u>Information to be published</u>	<u>How the information can be obtained</u>	<u>Maximum Cost</u>
<u>Class 1 – Who we are and what we do</u>		
Who's who on the Council and its committees	Hard copy and website	Disbursement cost
Contact details for the Parish Clerk and Council Members	Hard copy, website and Parish noticeboards	Disbursement cost
Location of main Council office and accessibility details	Hard copy, website and Parish noticeboards	Disbursement cost
Staffing Structure	Hard copy and website	Disbursement cost
<u>Class 2 – What we spend and how we spend it</u>		
Annual return form and auditor report	Hard copy and website	Disbursement cost
Final budget	Hard copy and website	Disbursement cost
Precept	Hard copy and website	Disbursement cost
Standing Orders and Financial Regulations	Hard copy and website	Disbursement cost
Grant Information	Hard copy and website	Disbursement cost
Member allowances and expenses	Hard copy and website	Disbursement cost
<u>Class 3 – What our priorities are and how we are doing</u>		
Annual Report to Parish Meeting	Hard copy and website	Disbursement cost
<u>Class 4 – How we make decisions</u>		
Timetable of meetings	Hard copy and website	Disbursement cost
Agendas and minutes of meetings	Hard copy and website	Disbursement cost
Reports presented to the Council	Hard copy and website	Disbursement cost
Responses to consultations	Hard copy and website	Disbursement cost
Responses to planning applications	Hard copy and website	Disbursement cost
<u>Class 5 – Our policies and procedures</u>		
Policies and procedures for the conduct of Council business	Hard copy and website	Disbursement cost
Policies and procedures for the provision of services and relating to staff	Hard copy and website	Disbursement cost
<u>Class 6 – Lists and registers</u>		
Any publicly available list or register	Hard copy and website	Disbursement cost
Assets register	Hard copy and website	Disbursement cost
Register of Member's interests	Hard copy and website	Disbursement cost
Register of gifts and hospitality	Hard copy and website	Disbursement cost
<u>Class 7 – The services we offer</u>		
Parish newsletters and information releases	Hard copy and website	Disbursement cost



COMMUNITY GRANTS POLICY

1. Introduction

1.1 The Council recognises the hard work and contribution made by local groups and organisations and offers the opportunity to apply for a grant on an annual basis to support this valuable work.

1.2 This policy outlines the guidelines to follow when applying for or assessing grant applications.

2. Qualifying criteria

2.1 Organisations applying for a grant must meet the following criteria:

- must be a 'not for profit' organisation
- must be based in, and/or serve residents of the Parish
- a grant application form must be completed, including the provision of supporting documentation where required

3. Application process

3.1 Organisations must complete a grant application form and supporting documentation and submit to the Parish Clerk. The Clerk may offer support in the completion of the documentation, but not offer an opinion as to how likely the application is to be approved.

3.2 Organisations will be invited to apply to the Council annually in January. If successful, the grant will be paid at the beginning of the subsequent financial year. An organisation which misses this deadline can apply at an alternate time during the year, and these applications will be considered at a time to be agreed by the Council.

3.3 The Council will only consider one application per organisation per financial year, unless there are exceptional circumstances.

4. Decision making

4.1 Applications will be determined by the Finance and General Purposes Committee, taking into account the assigned grant budget.

4.2 Any Councillor on the Finance and General Purposes Committee who has an interest in an organisation applying for a grant will be excluded from the decision-making process for that organisation.

- 4.3 The Council can only provide grant support within the wider financial constraints in operation at the time, and therefore may not be able to agree every application.
- 4.4 The Finance and General Purposes Committee will make their decision in good faith, based on the information provided to them as part of the application. Once a decision has been made, no further correspondence will be entered into.
- 4.5 Organisations are welcome to apply again in subsequent financial years, regardless of the outcome of previous applications.
- 4.6 Organisations who are offered the opportunity of a grant, will be requested to draft a report on the project and how the funds were used.
- 4.7 Any refusal of a grant application, for whatever reason, is not to be taken as a comment by the Council on the worthiness of the cause or work of the organisation.

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PRINTING AND PHOTOCOPYING POLICY

1. Introduction

In response to Staff and Councillor feedback, WJPC has revised its policy for printing and photocopying.

1.1 Rationale for this policy

The Parish Council is keen to support the needs of the residents but is aware that there are local businesses and service providers who would be better suited for the task.

1.2 Sustainability considerations

1.2.1 unnecessary printing and copying are not only detrimental to the environment but cost the Parish Council sums which could otherwise be spent on further improving the Parish.

2. Scope of the Policy

2.1 This policy fulfils the needs of the residents while allowing local businesses to provide their professional services.

2.2 This policy applies to all Staff and Members.

3. Maximum Amounts

3.1 The policy allows for the Office Staff to provide a maximum of 10 sides of copying, for residents personal use.

3.2 Any larger quantities will be declined and referred to the Willingdon Hub Library or to a professional printing service in the parish.

4. Copyright law and permitted photocopying and scanning

4.1 Copyright law exists to protect the rights of authors, illustrators etc. and breach of copyright is an illegal offence.

Breach of copyright includes copying more than a certain proportion from printed and electronic books and journals, web sites etc.

4.2 Staff will not copy any items which they deem to be copyright.

5. Unauthorised use of the printing and copying facilities

5.1 The following activities are not permitted on the Parish Council's print/copy facilities:

- . Printing, copying or scanning in breach of copyright (see above).
- . Printing of pornographic or otherwise offensive material.
- . Printing or copying of material to be used by political parties/groups.

6. Liability for misuse and disciplinary action

6.1 Unauthorised use of printing and copying facilities as outlined above, will be referred to the Personnel Sub -Committee.



ALLOTMENT TENANCY AGREEMENT

Approved by the F&GP Committee on 23rd June 2025

This Agreement will be reviewed annually, and any amendments will also be binding and effective immediately. The Council will inform Tenants in writing of any changes.

Location, Rent and Deposit

The Allotments are sited at the Meadowburne Estate, Willingdon. A Full Plot measures approximately 12.5 metres by 10 metres [TBC] and a Half Plot measures approximately [TBC].

The Rent is £100 per annum for a Full Plot and £50 per annum for a Half Plot. The rent shall be as determined by Willingdon & Jevington Parish Council in accordance with the Allotments Act 1907-1950.

A Deposit of £75 is payable and is refundable unless the Council is required to carry out works at the end of the Tenancy in which case the Council will deduct reasonable costs for the works from the Deposit.

A map showing the layout of Plots is available.

Rules

The Tenant undertakes to abide by this Agreement. A copy of this Agreement will be posted on the noticeboard at the Site. Any changes shall also be posted on the Site noticeboard. Tenants should consult with the Parish Office before taking action that may result in a problem or conflict of interest.

Index

‘Agreement’ means the Allotment Tenancy Agreement

‘Site’ means the Meadowburne Estate Allotment Site

‘Plot’ means each individual Full or Half Plot

‘Tenant’ means the Plot Holder(s)

‘Council’ means the Willingdon and Jevington Parish Council

‘Rent’ means the rent payable annually on the agreed date

Allotment Association

Tenants are encouraged to form an Allotment Association for the day-to-day management of the Site. A member of the Council will be invited to attend all meetings of the Association and will be the regular link between the Tenants and the Council.

1. Tenancies and Vacant Allotments

All Tenants must complete and sign this Agreement. The Tenancy of a Plot will be normally in the name of one Tenant, but it can be held in the name of up to two Tenants, but this will count as one Agreement.

All Tenants must reside in the Parish.

Sub-letting of Tenancies is not permitted. All responsibility remains with the Tenant(s) who has signed this Agreement. Likewise, it is generally expected that the Tenant is the main person present on the Plot and if this is proven not to be the case then this will be a form of sub-letting which is not permitted. However, up to two family members can assist with the Tenant with the Plot. A family member of a Tenant will not be entitled to apply for a Plot whilst the Tenant is a current Plot Holder.

The Tenancy of the Plot is not transferable.

Tenants must comply with all directions given by the Council or any directions with regard to the content of this Agreement.

2. Rent

Rent, including water charges is due at the commencement of the Tenancy and thereafter normally on the 1st April or the 1st of the month when the Tenancy commenced. Rent will be set in line with the annual review of the Council's fees and charges.

The Parish Office will email or write to Tenants and the annual Rent will be made by bank transfer (BACS) or Direct Debit by Tenants to the Council's bank account within the deadline date in the invoice.

The Council shall be at liberty at any time to vary the annual rent and will do so by giving the Tenant 30 days' notice in writing or via email of their intention, such notice shall also be displayed on the Council's website. The Parish Office will notify Tenants of rent variations. The notice shall specify the revised rent and the date.

3. Use of Plots

Access to the Site is available to Tenants between Sunrise and Sunset.

Tenants must use the Plot for their own personal use and must not carry out any business or sell produce grown from their Plot.

All Plots shall be maintained in a fit and proper state specifically for cultivation of vegetable crops, flowers and soft fruits. Fruit trees must be grown on dwarf stock. All cultivation and other allotment related activity must be confined within the Tenants allocated Plot and plants must not grow out over the paths. No non-fruit specimen trees or hedging are to be grown.

Tenants must not cut or prune any trees which are not their responsibility. This does not affect the routine pruning of the Tenant's own trees and bushes on their own Plot.

The Council reserves the right to remove from any Plot any tree, bush or shrub which interferes with the use of any other Plot, in the event of that the Tenant fails to remove the problem having been given 30 days written notice.

Tenants must leave a minimum gap of **TBC** between the rear of their Plot and any adjoining boundary fence and hedgerow to allow access for maintenance.

Tenants are not to cause damage to other Tenant's property or crops, nor to the infrastructure of the Site e.g. paths, fences, gates, padlocks, water supply. The Tenant should immediately inform the Parish Office of any accidental damage they have caused.

For the purposes of the health and safety of all Tenants carpet, barbed or razor wire, concrete, asbestos, tin sheet, or scrap materials are NOT permitted on the Site. A wire netting fence up to two feet in height may be placed around the Tenants Plot.

The Council is responsible for the fencing around the Site.

The Parish Clerk and others employed by the Council have the right to enter the Site to inspect and carry out work without notice.

Please do not cause a nuisance or annoyance to your fellow Tenants, be considerate to everyone. In the unlikely and unfortunate event of disagreement or dispute, the first port of call is the Parish Office. If issues cannot be resolved, you will be referred to the Council whose decision will be final. Tenants are asked to ensure that radios, or similar, do not cause a noise annoyance to others. Should no other Tenants be within earshot, radios, or similar, may, for comfort, be played at a low level. Tenants should always remain mindful of his/her fellow Tenants and turn off the appliance if asked.

Compost and manure must be stored/kept on each Plot away from paths and fences.

Tenants are not allowed to deposit waste material anywhere on the Site except when special facilities are provided for safe disposal of vegetable matter. Only natural materials for the proper cultivation of plants on the Plot may be brought on to the Site. All other waste that cannot be composted back into the Plot must be removed from the Site.

Wherever possible glass should not be installed on the Plot or Site e.g. windows or greenhouses. Where glass is installed, it must be covered by a protective material.

A 6' x 4' shed water butt and guttering will be provided by the Council. Tenants must apply to the Council, on the form provided, for approval to erect any other construction including greenhouses, fruit cages, and walk in tunnels. The request to erect such a structure must have a description of materials to be used. The maximum size allowed for a greenhouse or polytunnel is **[TBC xx feet long by xx feet wide by xx feet high]**. Only one shed or store, one greenhouse and one polytunnel is allowed per Plot.

Any greenhouse or polytunnel or other structure which the Council approves on the Plot must be built to the supplier's recommended standards of construction and be fit for purpose, maintained in a good state of repair and condition to the satisfaction of the Council. Such structures must

have guttering connected to a securely lidded water container (e.g. water butt/barrel). Should the Tenant fail to maintain any structure to the correct maintenance standards then the Council will instruct that the Tenant dismantles the structure and that it is taken off Site at the Tenant's own expense. Should the Tenant fail to undertake such removal then the Council will undertake this and will seek to recover the costs incurred from the Tenant.

Approved structures should be sited to an agreed location on the Plot or as directed by the Council. No permanent footings or bases can be constructed.

Sheds should stay of a natural colour or be painted in soft colours such as green or brown.

No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site. All pesticides must comply with the Food and Environmental Protection Act 1985 and are to be used in accordance with manufacturer's recommendations. The storing of materials other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g. glass for cloches) and must not be allowed to be a hazard or nuisance to others.

The Council is not liable for loss by accident, fire, theft or damage of any allotment shed or store or vehicles brought onto the Site or tools or contents left in any allotment shed or store or vehicles parked near the Site.

Tenants may not display any personal or commercial advertising on any part of the Site.

There is limited parking available on the Meadowburne Estate but please consider cycling, walking or car share whenever possible. No private vehicles are allowed within the Site.

On termination of this Agreement, where the Tenant can prove that they have provided a greenhouse or polytunnel or other structure then they are entitled to remove it off the Plot and off the Site. The shed, water butt and guttering provided by the Council must remain on the Plot

Any structure erected without permission from the Council will need to be dismantled by the Tenant at the Tenant's own expense until written permission is obtained.

Tenants must also consult with the Parish Office if they:

- a) Wish to use chemical weedkiller or pesticides across the whole Plot. Tenants may however use and keep sprays and fertilisers on their own Plot in accordance with manufacturers' instructions. Care should be taken not to affect neighbouring Plots and chemicals with the least impact on wildlife and the environment are preferred. All chemicals must be stored in the original containers. Storage of petrol, diesel or paraffin is prohibited.
- b) Want to use heavy cultivation equipment on their Plot.
- c) Want to use a ground cover as a weed suppressant to cover entire Plot.

No fires whatsoever including bonfires, barbeques, or any devise that can cause a flame, are permitted on the Site.

The water tap must be turned off when not in use.

Under no circumstances whatsoever can Tenants stay overnight on the Site.

Tenants are required to close and lock the entrance/exit gates after they enter and leave the Site. Any locks and chains are not to be tampered with or removed from the gates. It is each Tenant's responsibility to inform the Parish Office of any issues relating to the locks for gates.

The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

No weapons or animal traps of any description are permitted on the Site.

All incidences of rodent infestation to be reported immediately to the Parish Office.

Where a Tenant fails, as detailed within this Agreement, to maintain the accepted manner or standard of cultivation, in line with the inspection checklist criteria, the Council will:

- a) Serve on the Tenant a "Notice to Improve" allowing the Tenant 21 days for improvement.
- b) On the 22nd day a second letter will be raised reminding the Tenant that the Tenant has a "final" seven days and that an inspection will be undertaken after the 28th day.
- c) Should the Plot then fail the re-inspection after the 28th day then a "Notice for Termination of Agreement" will be issued.
- d) Where a Tenant has been served with a "Notice to Improve" on two occasions then a further repeat will automatically result in a termination of the Tenancy.

On termination of the Tenancy:

- a) The Plot must be left in a clean and waste free condition suitable for immediate re-letting. If the Council has to carry out works in order to re-let the Plot due to the condition it has been left in the Council will deduct reasonable costs for the works from the Deposit.
- b) The Parish Council are not responsible for any plant material or construction on each Plot. It is the Tenant's responsibility to clear these items, including all items within the shed provided by the Council, when vacating a Plot.

4. Children

Children under the age of 16 must be accompanied by a responsible adult at all times whilst on the Site.

5. Animals

No dogs, pets or livestock other than assistance dogs can be brought onto the Site. Assistance dogs must be kept on a lead and under strict control at all times. The Tenant must ensure that any dog faeces is removed from the Site immediately.

The keeping of poultry (including cockerels) is not permitted.

Ponds and water features are not permitted. Beehives are not allowed on the Site.

6. Unauthorised Persons

Only the Tenant, or persons authorised or accompanied by the Tenant are allowed on the Site except for invitations to events i.e. open days arranged by the Council or the Allotment Association. Access is not permitted to any Plot other than that allocated to the Tenant.

The Council or any employee of the Council may order any person unlawfully on to the Site in breach of this Agreement to leave the Site immediately.

The Council may take action for any breach of this Agreement against any Tenant who the Council reasonably believe was responsible for allowing an unauthorised person to be on the Site.

Any gate keys or codes are not to be reproduced and distributed to any other persons other than the Tenant and must be obtained from the Council only. For any keys, £20 deposit will be required for each key provided which will be reimbursed when each key is returned to the Council. This will be dealt with by the Parish Office.

No third-party company or individual paid or unpaid can cultivate a Plot on behalf and under the instruction of the Tenant.

7. Paths

Paths between two Plots must be kept trimmed and free from weeds up to the nearest half width by each adjoining Tenant.

All Site paths and Plot paths must be kept clear of obstructions at all times.

The Council is responsible for maintenance of the main paths on the Site. The Tenants are responsible for their halves of the small paths between Plots, and these should be kept reasonably weed free and clear.

The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of themselves and others.

Tenants are responsible for maintaining the front of their Plot in a safe, clean, and hazard and weed free condition.

8. Discrimination and Harassment

The Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of Tenants.

Discrimination and harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants must comply with the Council's policy in respect of discrimination – Equality & Diversity Policy - and harassment – Bullying and Harassment Policy. A copy of the Council's policies are available from the Parish Office.

Complaints about harassment are to be referred to the Council. The Council will endeavour to protect Tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

9. Termination

The Council will give to a Tenant one month's written Notice to Quit for any breach of this Agreement including but not limited to late payment of Rent, not cultivating the Plot, having received two Notices to Improve, remaining on the Site overnight.

In the event that the Tenancy is in the name of two Tenants a breach of this Agreement by either Tenant will result in a Notice to Quit being issued to both Tenants.

The Council will give three months written Notice to Quit following the death of the named Tenant that is the Tenant who is signatory to this Agreement.

Tenants may terminate a Tenancy by giving the Council one month's notice in writing via the Parish Office.

10. Change of Address and Notices

Tenants must immediately inform the Council in writing or by email of any change of a Tenant's personal address.

Notices to be served by the Council on the Tenant may be:

- a) Affixed on the Plot, or
- b) Sent to the Tenant's address by post, or
- c) Sent to the Tenant by email.

Notices to be given to the Council should be emailed to:

nicola.williamson@willingdonandjevingtonparishcouncil.co.uk

11. Insurance

The Council will only insure certain parts of the Site including gating, perimeter fencing, main Site footway, and water supply. Each Tenant is encouraged to insure their own Plot to a minimum of third-party liability cover. This can be arranged through allotments associations such as The

National Allotment Society. The Council do not provide any insurance cover for an individual's Plot.

12. Use of Data

The Data Protection Act 2018 is a UK law that implements the General Data Protection Regulation (GDPR) and other data protection laws into UK law. Any personal information such as name, postal address, telephone number, and email address given via this Agreement will only be used to provide the requested service (that is, the terms and conditions of this Agreement), kept for as long as necessary to provide this service and will not be disclosed to any other party without your prior permission or unless we are required to do so by law.

13. Contact Details

Parish Office:

Willingdon & Jevington Parish Council
The Parish Office
The Triangle
Lower Willingdon
East Sussex
BN20 9PJ

Hours: 9am to 1pm Monday to Friday

Tel: 01323 489603

Email the Clerk to: nicola.williamson@willingdonandjevingtonparishcouncil.co.uk

Website: willingdonandjevington.org.uk

TENANT:

I have read and accept the above terms and conditions for an Allotment Plot on the Meadowburne Estate Allotment Site and I reside in the Parish.

Signed :

Print Name:

Date: Allocated Plot number:

Address:

Email:

Telephone:

SECOND TENANT (if appropriate):

I have read and accept the above terms and conditions for an Allotment Plot on the Meadowburne Estate Allotment Site and I reside in the Parish.

Signed :

Print Name:

Date: Allocated Plot number:

Address:

Email:

Telephone:

RENT DUE ANNUALLY ON THE 1ST ???? EACH YEAR.

FOR AND ON BEHALF OF WILLINGDON & JEVINGTON PARISH COUNCIL

Signed :

Print Name:

Date: Position held:

Date: 01/05/2025

Willingdon and Jevington Parish Council

Page 1

Time: 19:36

**Bank Reconciliation Statement as at 31/03/2025
for Cashbook 1 - Co-op Current Account**

User: 6782.A.BEAMS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Co-op Current Account	31/03/2025		174,173.77 ✓
			<u>174,173.77</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
31/03/2025 405267 / Eastbourne Borough Council		13.35 ✓	
			<u>13.35</u>
			174,160.42
<u>Unpresented Receipts (Plus)</u>			
		0.00	
			<u>0.00</u>
			174,160.42
		Balance per Cash Book is :-	174,160.42 ✓
		Difference is :-	0.00

Signatory 1:Name MARTIN COOPER Signed [Signature] Date 12th May 2025**Signatory 2:**

Name Signed Date

Date: 24/05/2025

Willingdon and Jevington Parish Council

Page 1

Time: 15:00

**Bank Reconciliation Statement as at 30/04/2025
for Cashbook 1 - Co-op Current Account**

User: 6782.A.BEAMS

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Co-op Current Account	30/04/2025		203,820.69
			<u>203,820.69</u>
<u>Unpresented Payments (Minus)</u>		<u>Amount</u>	
17/04/2025 405268 Chalk Hill Pre-School		210.00	
17/04/2025 405269 Children With Cancer Fund		300.00	
17/04/2025 405284 Cuckmere Community Bus Ltd		1,000.00	
17/04/2025 405286 Chalk Hill Pre-School		55.00	
17/04/2025 405287 Willingdon Pre-School		55.00	
30/04/2025 405288 Eastbourne Borough Council		13.35	
			<u>1,633.35</u>
			202,187.34
<u>Unpresented Receipts (Plus)</u>			
29/04/2025		1,059.90	
			<u>1,059.90</u>
			203,247.24
		Balance per Cash Book is :-	203,247.24
		Difference is :-	0.00

Signatory 1:

NameSignedDate

Signatory 2:

NameSignedDate

Co-op Current Account

List of Payments made between 01/03/2025 and 31/03/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
03/03/2025	Tesco Mobile Limited	DD	24.99		Mobile Feb 25
03/03/2025	Biffa Waste Services	DD	128.70		Waste Jan 25
03/03/2025	Adapptify Ltd (Flexx Creative)	DD	21.99		Web Hosting Mar 25
03/03/2025	Business Stream	DD	276.72		Water Triangle Nov-Feb
07/03/2025	Streetlights	BACS	9.60		Col 230 Park Croft
07/03/2025	CommuniCorp	BACS	15.50		Councils Direct Subs 2025/26
07/03/2025	Endeavour Business IT Solution	BACS	197.64		IT Support Mar 25
07/03/2025	Mulberry LAS Ltd	BACS	360.00		RFO Support Feb 25
07/03/2025	Mulberry LAS Ltd	BACS	480.00		RFO Support May 24
07/03/2025	Petree's	BACS	660.00		Tree works Cemetery
07/03/2025	Southern Land Services	BACS	54.18		Turf grave LF/18T
07/03/2025	Southern Land Services	BACS	1,687.48		Grounds Maint Feb 25
07/03/2025	Countrywide Grounds Maintenance	BACS	469.50		Grounds Maint Mar 25
17/03/2025	British Gas	DD	95.00		Elec H Lane Feb 25
26/03/2025	Viking	BACS	104.08		Stationary and stamps
26/03/2025	Nicola Williamson	BACS	111.15		Expenses
26/03/2025	Hire-A-Loo	BACS	120.00		Cemetery toilet hire Feb 25
26/03/2025	David Miles	BACS	190.00		David Miles
26/03/2025	David Miles	BACS	672.50		Monthly contract Mar 25
26/03/2025	East Sussex Pension Fund	BACS	803.59		LGPS Mar 25
26/03/2025	Countrymans Contractors Ltd	BACS	4,279.54		Grass Works Mar 25
26/03/2025	Southern Land Services	BACS	338.65		Ashes Mar 25
26/03/2025	Southern Land Services	BACS	1,687.48		Grounds Maint Mar 25
26/03/2025	Southern Land Services	BACS	3,047.63		Burials Feb/Mar 25
26/03/2025	Lewes District Council	BACS	48.00		Play Inspections Apr 25
28/03/2025	British Gas	DD	138.69		Elec Triangle Feb 25
28/03/2025	Wealden District Council	DD	1,801.80		Dog Bins
31/03/2025	Biffa Waste Services	DD	102.96		Waste Feb 25
31/03/2025	Yvonne Walford	BACS	78.73		Salary Mch 25
31/03/2025	Nicola Williamson	BACS	2,312.60		Salary Mch 25
31/03/2025	Joanna Fitzpatrick	BACS	317.83		Salary Mar 25
31/03/2025	Colleen Budd	BACS	1,151.44		Salary Mar 25
31/03/2025	Ewan Johnston	BACS	523.45		Salary Mch 25
31/03/2025	Mulberry LAS Ltd	BACS	504.00		RFO Support Mar 25
31/03/2025	UK Safety Management	BACS	248.15		PA Testing
31/03/2025	Eastbourne Borough Council	405267	13.35		Ref 9306288 Mar 25

Total Payments	23,076.92
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List of Payments made between 01/04/2025 and 30/04/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
01/04/2025	Tesco Mobile Limited	DD	24.99		Mobile phone Apr 25
01/04/2025	Adapptify Ltd (Flexx Creative)	DD	21.99		Webhosting Mar 25
01/04/2025	Petree's	BACS	900.00		Cherry Tree Pruning
01/04/2025	Wealden District Council	DD	183.35		NNDR - Office
01/04/2025	Wealden District Council	DD	283.40		NNDR - Cemetery
04/04/2025	Wealden District Council	CARD	21.00		TEN
07/04/2025	Inst Cemetery & Crem Mngmt	BACS	110.00		ICCM Subscription
07/04/2025	Hire-A-Loo	BACS	132.85		Cemetery Toilet Hire Apr 25
07/04/2025	Rialtas Business Solutions Ltd	BACS	139.20		Rialtas License
07/04/2025	Satswana limited	BACS	180.00		DPO Service 25/26
07/04/2025	Endeavour Business IT Solution	BACS	197.64		MS License Apr 25
07/04/2025	Rialtas Business Solutions Ltd	BACS	558.00		Rialtas Licence
07/04/2025	Rialtas Business Solutions Ltd	BACS	706.80		Rialtas licence
07/04/2025	Leaflet Marketing Ltd	BACS	720.00		Solus Leaflet delivery
07/04/2025	Rialtas Business Solutions Ltd	BACS	811.20		Rialtas License
07/04/2025	Haven Security Limited	BACS	133.20		Alarm system final 50%
07/04/2025	UK Safety Management	BACS	106.80		Fire extinguisher servicing
14/04/2025	Sainsbury's	CARD	70.47		Sainsbury's
14/04/2025	British Gas	DD	115.05		HL Pavilion - Elec - Mar 25
17/04/2025	Memorial Benches Ltd	BACS	629.90		Memorial Benches Ltd
17/04/2025	Streetlights	BACS	201.00		Col 49,111,171,256,260,273
17/04/2025	Streetlights	BACS	438.00		Col 343
17/04/2025	Willingdon Library	BACS	1,579.00		Willingdon Library
17/04/2025	Countrymans Contractors Ltd	BACS	4,279.54		Grass Works Apr 25
17/04/2025	D Sankey Ltd	BACS	118.80		HI Pest Control Q1
17/04/2025	Viking	BACS	241.01		Stationery
17/04/2025	Chalk Hill Pre-School	405268	210.00		Chalk Hill Pre-School
17/04/2025	Children With Cancer Fund	405269	300.00		Children With Cancer Fund
17/04/2025	Eastbourne 41st Brownies	405270	500.00		Eastbourne 41st Brownies
17/04/2025	East Sussex Vision Support	405271	150.00		East Sussex Vision Support
17/04/2025	Grow Community	405272	1,000.00		Grow Community
17/04/2025	JPK Project	405273	1,968.00		JPK Project
17/04/2025	St Andrew's Church Jevington	405275	1,020.00		St Andrew's Church Jevington
17/04/2025	Trinity Church	405276	912.00		Trinity Church
17/04/2025	St Mary's Church Willingdon	405277	1,500.00		St Mary's Church Willingdon
17/04/2025	Air Ambulance Charity KSS	405278	700.00		Air Ambulance Charity KSS
17/04/2025	Chalk Farm Disability Trust	405279	650.00		Chalk Farm Disability Trust
17/04/2025	Air Ambulance Charity KSS	405280	650.00		Air Ambulance Charity KSS
17/04/2025	St Wilfrid's Hospice	405281	200.00		St Wilfrid's Hospice
17/04/2025	Willingdon 2nd Rainbows	405282	334.00		Willingdon 2nd Rainbows
17/04/2025	Eastbourne 41st Guides	405283	609.00		Eastbourne 41st Guides
17/04/2025	Cuckmere Community Bus Ltd	405284	1,000.00		Cuckmere Community Bus Ltd
17/04/2025	Wealden Citizens Advice	405285	1,200.00		Wealden Citizens Advice
17/04/2025	Chalk Hill Pre-School	405286	55.00		Chalk Hill Pre-School
17/04/2025	Willingdon Pre-School	405287	55.00		Willingdon Pre-School
22/04/2025	Empire Medals	BACS	164.95		VE Day 80 badges
23/04/2025	Nicola Williamson	BACS	63.00		Clerk expenses

Co-op Current Account

List of Payments made between 01/04/2025 and 30/04/2025

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
23/04/2025	St Wilfrid's Hospice	BACS	1,800.00		St Wilfrid's Hospice
23/04/2025	Wannock Village Hall	BACS	66,743.00		Wannock Village Hall
23/04/2025	Wannock Village Hall	BACS	-66,743.00		Wannock Village Hall
23/04/2025	Wannock Village Hall	BACS	66,700.43		Wannock Village Hall
25/04/2025	Staff Salaries	BACS	2,299.87		Staff Salaries - Apr 25
25/04/2025	Saunders Security	BACS	150.00		Tott Yew - Apr 25
25/04/2025	David Miles	BACS	672.50		David Miles - Apr 25
25/04/2025	CS Printers	BACS	698.00		Newsletter
25/04/2025	East Sussex Pension Fund	BACS	821.70		LGPS - Apr 25
25/04/2025	H M Revenue & Customs	BACS	1,321.36		HMRC - Apr 25
25/04/2025	Lewes District Council	BACS	48.00		Play inspections May 25
25/04/2025	Staff Salaries	BACS	-2,299.87		Staff Salaries - Apr 25
25/04/2025	Staff Salaries	BACS	4,499.87		Staff Salaries - Apr 25
29/04/2025	British Gas	DD	81.23		Traingle - Elec - Mar 25
30/04/2025	Eastbourne Borough Council	405288	13.35		Ref 9306288 - Apr 25
Total Payments			102,950.58		

Earmarked Reserves

Account	Opening Balance	Net Transfers	Closing Balance
330 EMR - CIL	355,020.52	-122,254.24	232,766.28
331 EMR - CIL 24/25	229,536.61		229,536.61
341 EMR - Legal Fees	1,000.00		1,000.00
344 EMR - Village Halls	300.00		300.00
345 EMR - Library	11,002.00		11,002.00
346 EMR - Recreation Repairs	300.00		300.00
348 EMR - Self Ins Street Lighting	7,500.00		7,500.00
349 EMR - Street Lights - new/main	12,223.00		12,223.00
350 EMR - Bus Shelters	5,500.00		5,500.00
352 EMR - Triangle & Mem Gardens	1,250.00		1,250.00
353 EMR - Street Lighting Energy	24,000.00		24,000.00
354 EMR - Signage	511.00		511.00
355 EMR - Foulride Green	1,540.00		1,540.00
356 EMR - Advanced Grave Maint	25,730.00		25,730.00
357 EMR - Cemetery Improvements	82,858.00		82,858.00
358 EMR - Cemetery Land	201,250.00		201,250.00
359 EMR - Wealden Citizen's Advice	24,000.00		24,000.00
360 EMR - Website Design	800.00		800.00
363 EMR - Allotments	10,000.00		10,000.00
370 EMR - S106	122,644.60		122,644.60
	1,116,965.73	-122,254.24	994,711.49

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
100 Administration								
1070 Solar Tariff Income	107	0	150	150			0.0%	
1076 Precept	213,393	129,358	258,715	129,358			50.0%	
1078 CIL	229,537	0	0	0			0.0%	
1079 S106	122,645	0	0	0			0.0%	
1084 Grass Cutting Contribution	0	0	6,804	6,804			0.0%	
1089 Memorial Garden	(780)	0	0	0			0.0%	
1090 Interest Received	14,626	3,766	300	(3,466)			1255.4%	
1097 Community Toilet Scheme	1,599	540	1,500	960			36.0%	
Administration :- Income	581,127	133,664	267,469	133,805			50.0%	0
4001 Admin Salaries	48,558	13,223	51,000	37,777		37,777	25.9%	
4002 Admin Employers NI & Pensions	14,256	3,458	16,000	12,542		12,542	21.6%	
4008 Training	276	0	1,000	1,000		1,000	0.0%	
4009 Admin Staff Travel	251	108	360	252		252	30.1%	
4010 RFO Support fees	4,470	550	5,000	4,450		4,450	11.0%	
4011 Rates	1,821	365	3,000	2,635		2,635	12.2%	
4012 Water Rates	912	0	900	900		900	0.0%	
4014 Electricity	1,029	129	500	371		371	25.9%	
4017 Hall Hire	0	0	50	50		50	0.0%	
4018 Bank Charges	116	17	0	(17)		(17)	0.0%	
4019 Cleaning	56	0	200	200		200	0.0%	
4021 Office Telephone	528	21	800	779		779	2.6%	
4022 Postage	338	0	400	400		400	0.0%	
4023 Stationery	1,094	331	850	519		519	38.9%	
4024 Subscriptions	4,783	3,000	4,600	1,600		1,600	65.2%	
4025 Insurance	6,616	7,521	8,000	479		479	94.0%	
4026 Printing	561	234	1,200	966		966	19.5%	
4027 IT Equipment	3,468	689	1,500	811		811	45.9%	
4028 Books & Publications	0	0	100	100		100	0.0%	
4029 Other Costs	901	150	900	750		750	16.7%	
4036 Property Maintenance	2,701	93	1,500	1,407		1,407	6.2%	
4041 New Equipment	1,494	60	1,000	940		940	6.0%	
4043 Litter & Waste Removal	1,117	(21)	800	821		821	(2.7%)	
4044 General Maintenance	190	0	0	0		0	0.0%	
4056 Legal & Professional	350	0	1,000	1,000		1,000	0.0%	
4057 Audit Fees	1,330	0	1,600	1,600		1,600	0.0%	
4059 Newsletter	2,570	1,298	3,000	1,702		1,702	43.3%	
4065 Other Grants	100	2,300	14,000	11,700		11,700	16.4%	
4074 Contingency	0	0	1,000	1,000		1,000	0.0%	
4203 Key Holder Staff Salaries	0	0	250	250		250	0.0%	
Administration :- Direct Expenditure	99,887	33,526	120,510	86,984	0	86,984	27.8%	0
Net Income over Expenditure	481,239	100,137	146,959	46,822				
6001 less Transfer to EMR	352,181	0	0	0				

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Movement to/(from) Gen Reserve	129,058	100,137	146,959	46,822				
101 Grants and Donations								
4060 MITP Charity Donations	0	1,300	0	(1,300)		(1,300)	0.0%	
4061 Closed Churchyard St Mary's	2,000	1,500	1,500	0		0	100.0%	
4062 Wealden CAB	1,100	1,200	1,000	(200)		(200)	120.0%	
4063 Cuckmere Community Bus	0	1,000	900	(100)		(100)	111.1%	
4065 Other Grants	13,316	70,815	15,000	(55,815)		(55,815)	472.1%	66,700
4067 General Power of Competence	0	0	2,000	2,000		2,000	0.0%	
4076 JPK Project	2,000	1,968	2,000	32		32	98.4%	
4368 Jevington Churchyard	2,960	1,020	750	(270)		(270)	136.0%	
Grants and Donations :- Direct Expenditure	21,376	78,803	23,150	(55,653)	0	(55,653)	340.4%	66,700
Net Expenditure	(21,376)	(78,803)	(23,150)	55,653				
6000 plus Transfer from EMR	3,000	66,700	0	(66,700)				
Movement to/(from) Gen Reserve	(18,376)	(12,103)	(23,150)	(11,047)				
102 Civic Expenses								
4008 Training	0	0	600	600		600	0.0%	
4017 Hall Hire	150	75	300	225		225	25.0%	
4100 Councillor's Travel Expenses	0	0	100	100		100	0.0%	
4101 Chairman's Allowance	25	275	300	25		25	91.7%	
Civic Expenses :- Direct Expenditure	175	350	1,300	950	0	950	26.9%	0
Net Expenditure	(175)	(350)	(1,300)	(950)				
200 Huggetts Lane Rec								
1075 Recreation Ground Income	575	225	1,800	1,575			12.5%	
Huggetts Lane Rec :- Income	575	225	1,800	1,575			12.5%	0
4006 Dog Warden Salaries	580	148	670	522		522	22.0%	
4007 Litter Picking Salaries	580	148	670	522		522	22.0%	
4012 Water Rates	504	0	800	800		800	0.0%	
4014 Electricity	1,022	77	1,000	923		923	7.7%	
4027 IT Equipment	0	0	200	200		200	0.0%	
4036 Property Maintenance	3,761	99	1,150	1,051		1,051	8.6%	
4037 Grounds Maintenance	2,152	391	4,400	4,009		4,009	8.9%	
4039 Dog Bin Emptying	1,640	0	1,900	1,900		1,900	0.0%	
4041 New Equipment	3,150	37	500	463		463	7.4%	
4043 Litter & Waste Removal	512	250	820	570		570	30.5%	
4044 General Maintenance	8,394	0	2,000	2,000		2,000	0.0%	

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4045 Safety Inspection	140	60	410	350		350	14.6%	
4047 Grasscutting Contract	196	0	800	800		800	0.0%	
4050 Trees and Hedges	0	0	1,000	1,000		1,000	0.0%	
4074 Contingency	0	0	1,000	1,000		1,000	0.0%	
4203 Key Holder Staff Salaries	1,876	477	1,650	1,173		1,173	28.9%	
4342 Memorial Seats Maintenance	324	54	350	296		296	15.4%	
Huggetts Lane Rec :- Direct Expenditure	24,829	1,740	19,320	17,580	0	17,580	9.0%	0
Net Income over Expenditure	(24,254)	(1,515)	(17,520)	(16,005)				
6000 plus Transfer from EMR	6,280	0	0	0				
Movement to/(from) Gen Reserve	(17,974)	(1,515)	(17,520)	(16,005)				
201 Tott Yew Rec								
4006 Dog Warden Salaries	573	146	670	524		524	21.7%	
4007 Litter Picking Salaries	573	146	670	524		524	21.7%	
4036 Property Maintenance	0	155	0	(155)		(155)	0.0%	
4037 Grounds Maintenance	2,152	391	1,700	1,309		1,309	23.0%	
4039 Dog Bin Emptying	550	0	900	900		900	0.0%	
4041 New Equipment	617	0	500	500		500	0.0%	
4044 General Maintenance	505	0	600	600		600	0.0%	
4045 Safety Inspection	140	60	410	350		350	14.6%	
4047 Grasscutting Contract	196	0	800	800		800	0.0%	
4050 Trees and Hedges	0	0	1,000	1,000		1,000	0.0%	
4074 Contingency	0	0	500	500		500	0.0%	
4203 Key Holder Staff Salaries	1,070	0	1,550	1,550		1,550	0.0%	
4205 Tott Yew Gate Locking	0	150	0	(150)		(150)	0.0%	
4342 Memorial Seats Maintenance	216	36	250	214		214	14.4%	
Tott Yew Rec :- Direct Expenditure	6,591	1,083	9,550	8,467	0	8,467	11.3%	0
Net Expenditure	(6,591)	(1,083)	(9,550)	(8,467)				
6000 plus Transfer from EMR	396	0	0	0				
Movement to/(from) Gen Reserve	(6,195)	(1,083)	(9,550)	(8,467)				
202 Jevington Rec								
4044 General Maintenance	1,865	0	800	800		800	0.0%	
4074 Contingency	0	0	600	600		600	0.0%	
4342 Memorial Seats Maintenance	54	9	70	61		61	12.9%	
Jevington Rec :- Direct Expenditure	1,919	9	1,470	1,461	0	1,461	0.6%	0
Net Expenditure	(1,919)	(9)	(1,470)	(1,461)				

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
300 General Amenities								
1084 Grass Cutting Contribution	4,374	0	3,500	3,500			0.0%	
1088 Memorial Seats	0	730	0	(730)			0.0%	
General Amenities :- Income	4,374	730	3,500	2,770			20.9%	0
4037 Grounds Maintenance	3,566	7,133	1,000	(6,133)	(6,133)	713.3%		
4039 Dog Bin Emptying	3,231	0	3,270	3,270	3,270	0.0%		
4041 New Equipment	243	0	1,000	1,000	1,000	0.0%		
4043 Litter & Waste Removal	0	0	600	600	600	0.0%		
4044 General Maintenance	7,207	980	5,000	4,020	4,020	19.6%		
4047 Grasscutting Contract	32,097	3,566	45,000	41,434	41,434	7.9%		
4050 Trees and Hedges	1,605	221	2,000	1,779	1,779	11.0%		
4074 Contingency	0	0	1,000	1,000	1,000	0.0%		
4342 Memorial Seats Maintenance	1,296	216	1,300	1,084	1,084	16.6%		
4344 Jevington Pond - Green Lane	450	75	450	375	375	16.7%		
4345 Footpaths	1,965	328	2,000	1,673	1,673	16.4%		
4346 Jubilee Gardens	1,576	196	1,500	1,304	1,304	13.1%		
4347 Glen Close Land	225	38	225	188	188	16.7%		
4348 Foulride Green	0	0	500	500	500	0.0%		
4349 Willingdon Memorial Hall	744	124	750	626	626	16.5%		
4361 Flowers around the Village	0	0	4,500	4,500	4,500	0.0%		
4700 Library contribution	1,579	1,579	3,158	1,579	1,579	50.0%		
4710 Library contingency	3,009	0	7,000	7,000	7,000	0.0%		
General Amenities :- Direct Expenditure	58,792	14,455	80,253	65,798	0	65,798	18.0%	0
Net Income over Expenditure	(54,418)	(13,725)	(76,753)	(63,028)				
6000 plus Transfer from EMR	7,144	0	0	0				
Movement to/(from) Gen Reserve	(47,274)	(13,725)	(76,753)	(63,028)				
301 Street Furniture								
4341 Notice Boards - Maintenance	0	0	500	500	500	0.0%		
4343 Bus Shelters - Maintenance	0	0	1,500	1,500	1,500	0.0%		
Street Furniture :- Direct Expenditure	0	0	2,000	2,000	0	2,000	0.0%	0
Net Expenditure	0	0	(2,000)	(2,000)				
302 Street Lighting								
4014 Electricity	0	0	8,000	8,000	8,000	0.0%		
4041 New Equipment	33,717	1,888	5,000	3,113	3,113	37.8%		
4042 Maintenance Contracts	10,885	2,830	10,500	7,670	7,670	27.0%		

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4044 General Maintenance	358	0	3,000	3,000		3,000	0.0%	
Street Lighting :- Direct Expenditure	44,959	4,718	26,500	21,782	0	21,782	17.8%	0
Net Expenditure	(44,959)	(4,718)	(26,500)	(21,782)				
6000 plus Transfer from EMR	27,349	0	0	0				
Movement to/(from) Gen Reserve	(17,610)	(4,718)	(26,500)	(21,782)				
303 Amenity Free Resource								
4361 Flowers around the Village	4,319	0	0	0		0	0.0%	
Amenity Free Resource :- Direct Expenditure	4,319	0	0	0	0	0		0
Net Expenditure	(4,319)	0	0	0				
400 Cemetery								
1086 Ashes Intermment Income	23,381	4,118	500	(3,618)			823.6%	
1087 Burial Fees	50,040	3,715	60,000	56,285			6.2%	
1088 Memorial Seats	0	0	3,262	3,262			0.0%	
1089 Memorial Garden	16,339	495	25,473	24,978			1.9%	
Cemetery :- Income	89,760	8,328	89,235	80,907			9.3%	0
4008 Training	0	0	300	300		300	0.0%	
4011 Rates	2,651	562	3,200	2,638		2,638	17.6%	
4012 Water Rates	56	0	260	260		260	0.0%	
4013 Toilet Hire	1,429	85	1,550	1,465		1,465	5.5%	
4023 Stationery	47	0	300	300		300	0.0%	
4024 Subscriptions	0	110	430	320		320	25.6%	
4039 Dog Bin Emptying	(0)	0	0	0		0	0.0%	
4041 New Equipment	22,801	525	8,000	7,475		7,475	6.6%	
4042 Maintenance Contracts	16,607	1,477	16,485	15,008		15,008	9.0%	
4044 General Maintenance	3,038	55,629	3,000	(52,629)		(52,629)	1854.3%	55,554
4050 Trees and Hedges	5,373	1,800	3,000	1,200		1,200	60.0%	
4056 Legal & Professional	0	0	300	300		300	0.0%	
4074 Contingency	606	0	3,000	3,000		3,000	0.0%	
4203 Key Holder Staff Salaries	2,075	563	2,200	1,637		1,637	25.6%	
4342 Memorial Seats Maintenance	1,620	270	1,110	840		840	24.3%	
4401 Cemetery Staff Salaries	6,506	1,548	14,000	12,452		12,452	11.1%	
4437 Grave Digging	11,684	0	30,000	30,000		30,000	0.0%	
4444 Grave Maintenance	0	0	300	300		300	0.0%	
4461 Garden of Remembrance	244	0	0	0		0	0.0%	
4462 Garden Plaques	320	0	300	300		300	0.0%	
4464 Ashes Interments	2,161	0	1,500	1,500		1,500	0.0%	
Cemetery :- Direct Expenditure	77,217	62,568	89,235	26,667	0	26,667	70.1%	55,554
Net Income over Expenditure	12,543	(54,240)	0	54,240				
6000 plus Transfer from EMR	0	55,554	0	(55,554)				

Detailed Income & Expenditure by Budget Heading 09/07/2025

Month No: 3

Cost Centre Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Movement to/(from) Gen Reserve	12,543	1,314	0	(1,314)				
<u>500 Events</u>								
1098 Music in the Park Income	1,775	1,135	1,200	65			94.6%	
Events :- Income	1,775	1,135	1,200	65			94.6%	0
4017 Hall Hire	0	0	150	150		150	0.0%	
4023 Stationery	0	0	100	100		100	0.0%	
4074 Contingency	400	0	1,000	1,000		1,000	0.0%	
4362 Christmas Lights & Carol Eve	6,235	0	5,000	5,000		5,000	0.0%	
4369 Parish Walk / Litter Pick	0	0	150	150		150	0.0%	
4370 Music in the Park	1,219	1,091	1,500	409		409	72.7%	
4380 Remembrance Parade	150	0	400	400		400	0.0%	
Events :- Direct Expenditure	8,004	1,091	8,300	7,209	0	7,209	13.1%	0
Net Income over Expenditure	(6,229)	44	(7,100)	(7,144)				
6000 plus Transfer from EMR	2,000	0	0	0				
Movement to/(from) Gen Reserve	(4,229)	44	(7,100)	(7,144)				
Grand Totals:- Income	677,611	144,082	363,204	219,122			39.7%	
Expenditure	348,070	198,344	381,588	183,244	0	183,244	52.0%	
Net Income over Expenditure	329,542	(54,262)	(18,384)	35,878				
plus Transfer from EMR	46,170	122,254	0	(122,254)				
less Transfer to EMR	352,181	0	0	0				
Movement to/(from) Gen Reserve	23,530	67,992	(18,384)	(86,376)				

Dated _____ 2025

(1) **BDW TRADING LIMITED**

- and -

(2) **WILLINGDON & JEVINGTON PARISH COUNCIL**

AGREEMENT

relating to sale and purchase of

Sports Pitches

and associated structures at the development known as
Brodricklands and Hamlands Farm,
Willingdon

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AGREEMENT

DATE:

2025

PARTIES:

Seller: **BDW TRADING LIMITED** (Company Registration number: 3018173) whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville LE67 1UF

Buyer: **WILLINGDON & JEVINGTON PARISH COUNCIL** of The Parish Office, The Triangle, Willingdon, East Sussex BN20 9PJ

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

1.1 The following definitions apply:

1986 Act	the Insolvency Act 1986;
Actual Completion Date	the date on which completion of the sale and purchase of the Property actually occurs;
Annexure	an annexure to this Agreement;
Balance Purchase Price	the Purchase Price less any Deposit paid and any sums of money paid pursuant to the Payment Profile;
Build Stage	means the relevant stage of construction of the sports pavilion structure to be constructed as part of the Seller's Works as shown in the second column of the Payment Profile in Annexure 4;
Buyer's Conveyancer	Wellers Law Group of 22a High Street, Great Bookham KT23 4AG (reference Asma Shamim) and includes any successor practice or such other firm as the Buyer shall appoint and notify in writing to the Seller;
Buyer's Representative	such suitably qualified and experienced person as the Buyer may appoint and has notified to the Seller;
CDM Regulations	means the Construction (Design and Management) Regulations 2015 (SI 2015/51);
Certificate	a certificate issued by the Seller's Representative pursuant to clause 4 stating that the Seller's Works have been practically completed;
Competent Authority	any statutory, public, local or other competent authority or a court or tribunal of competent jurisdiction;
Completion Date	the date ten (10) working days after the date on which a copy of the Certificate is sent to the Buyer (or such earlier date as is agreed between the parties);
Contract Rate	means four percent (4%) over the base lending rate from time to time of Barclays Bank PLC;
Deposit	10% of the Purchase Price Equating to Eighteen

Thousand Six Hundred and Twenty Six Pounds and Nineteen Pence (£18,626.19);

Defects Liability Period	means the period of 12 months from but excluding the date of the Certificate;
Development	means the development in the course of construction by the Seller which is being constructed on the land registered at H.M. Land Registry under title number ESX395996;
Expert	an expert more particularly defined in clause 21.1 of this Agreement
Force Majeure	fire, explosion, extreme weather conditions, overflowing of drainage systems, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion, strike or lockout affecting any trade employed in the relevant works or engaged in preparation manufacture or transportation of any goods or materials required for the relevant works, terrorist or protest activity, new legislation, archaeological discovery or any other cause or circumstances outside the reasonable control of either Party (as the case may be) and not due to its own negligence or default which adversely affects that Party's ability to perform its works or obligations;
Infrastructure Agreement"	means any agreement, obligation or undertaking to be made in connection with the Property pursuant to the following or similar legislation or successor legislation: • Sections 38 or 278 of the Highways Act 1980; • Section 104 of the Water Industry Act 1991; • Electricity Act 1989; • Gas Act 1986; • Flood and Water Management Act 2010 or any agreement with any competent authority or body or Statutory Undertaker or utility provider including without limitation, any wayleave, grant of easement, grant of lease or transfer of freehold reasonably required in connection with the provision or use or adoption of any Service Media;
Insolvent	any one or more of the following applies in relation to the Party in question: (a) it is unable to pay its debts (as defined in the 1986 Act); (b) it is wound-up or it ceases to exist or is dissolved or is removed from the Register of Companies; (c) it has a subsisting winding-up petition or an application for an administration order presented against it;

- (d) it is the subject of a notice of appointment of an administrator or a notice of intention to appoint an administrator;
- (e) it passes a winding-up resolution (except in connection with a members' voluntary winding up for the purposes of an amalgamation or reconstruction which the Seller has previously approved);
- (f) it calls a meeting of its creditors to consider a resolution that it be wound-up voluntarily or resolves to present its own winding-up petition;
- (g) an administrative receiver or a receiver or a receiver and manager or any of them is appointed in respect of all or any part of its property;
- (h) it, or a nominee on its behalf, calls a meeting of its creditors or any of them or makes an application to the court under section 896 of the Companies Act 2006 or submits to its creditors or any of them a proposal pursuant to Part 1 of the 1986 Act or makes an application for an order under Part A1 of the 1986 Act or files at court any documents required for a moratorium under Part A1 of the 1986 Act or enters into any arrangement, scheme, compromise, moratorium or composition with its creditors or any of them;
- (i) he is an individual and he makes an application to the court for an interim order under Part VIII of the 1986 Act or convenes a meeting of his creditors or any of them or enters into an arrangement, scheme, compromise, moratorium or composition with his creditors or any of them or has a bankruptcy petition presented against him or is adjudged bankrupt in any jurisdiction;
- (j) it is the subject of the levying of any execution or other process taking control of possession of its goods at the Property;
- (k) it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

and in relation to each of those events mentioned above the occurrence of an analogous event in whatever jurisdiction applies to the Party (as applicable);

Laws

statutes, statutory instruments, EC directives, codes of practice, regulations, orders, notices, directions or requirements of any Competent Authority or under common law;

Liabilities	costs, damages, losses and liabilities incurred or suffered by the Seller;
Necessary Consents	all permissions, consents, approvals, licences and authorisations whether of a public or private nature as may be necessary from time to time to enable the Seller's Works to be carried out and completed;
Pandemic	a disease or illness declared by central government in the UK Government or the World Health Organisation (or any successor body) to be a pandemic;
Pandemic Delay Event	means an event or course of action which can reasonably be said to have arisen due to a Pandemic and which results in the Seller the Buyer and/or the Seller's Representative being unable to fulfil their duties and obligations pursuant to this Agreement, including the taking of any reasonable measures in accordance with guidance and/or legislation issued by local or central government in the UK following guidance issued by the organisation known as the Construction Leadership Council or any successor body from time to time to prevent delay reduce or otherwise mitigate the spread and/or effects of a Pandemic;
Party	a party to this Agreement;
Payment Profile	the payment profile showing the method by which the Purchase Price shall be made in stage payments annexed at Annexure 4;
Plan	the plan annexed to this Agreement at Annexure 2;
Planning Agreement	means the agreement dated 5 th November 2019 made under Section 106 of the Town and Country Planning Act 1990 between (1) Wealden District Council (2) BDW Trading Limited (3) Stephen John Carr and Josephine Mary Carr and Catesby Strategic Land Limited and together with any deed or document supplemental or collateral thereto;
Planning Permission	means the planning permission for the Development bearing reference number WD/2016/0986/MAO
Property	the freehold property being the sports pitches and associated structures within the land at the development known as Brodricklands and Hamlands Farm, Willingdon which extent is shown edged red on the plan at Annexure 2 and which forms part of the land registered at H.M. Land Registry under title number ESX395996;
Purchase Price	One Hundred and Eighty Six Thousand Two Hundred and Sixty One Pounds and Ninety One Pence (£186,261.91) exclusive of VAT;
Seller's Conveyancer	DAC Beachcroft LLP of The Walbrook Building, 25 Walbrook, London EC4N 8AF (reference BDW045-2088569) and includes any successor practice or such

	other firm as the Seller shall appoint and notify in writing to the Buyer;
Seller's Representative	either the Seller or such other representative as may be appointed from time to time by the Seller to perform the function of the Seller's Representative under this Agreement;
Seller's Works	those works described in the specification and drawings annexed to this Agreement at Annexure 3;
Seller's Works Date	completion of works and services by 31 March 2026;
"Service Media"	means all pipes, meters, sewers, drains, mains, ducts, gutters, watercourses, wires, cables, channels, flues and all other conducting media constructed or to be constructed in, over or on the Development (which includes the Property) and having sufficient capacity to do so and includes any fixing louvres, cowls and any other ancillary apparatus or other service media from time to time substituted therefore for the transmission, supply or removal of foul and storm water, air, soil, sewerage, gas, electricity, mains water and telecommunications and shall include any equipment or apparatus installed for the purpose of such service or supply;
Standard Conditions	the Standard Commercial Property Conditions (Third Edition – 2018 Revision);
Title Matters	matters contained or referred to in the registers of title number ESX395996 as at 12 August 2022 at 17:02:09;
Transfer	the transfer of the Property to the Buyer in the form attached at Annexure 1;
VAT	value added tax and any tax of a similar nature substituted for, or in addition to, it.
1.2	If a Party comprises more than one person their obligations and liabilities are joint and several.
1.3	An obligation by a Party not to do something includes an obligation not to permit it to be done.
1.4	Headings are for ease of reference only.
1.5	A provision of this Agreement which is void or unenforceable shall be severed from all other provisions of this Agreement and the remaining provisions shall continue to have effect.
1.6	Reference to a statute or statutory instrument includes all subordinate legislation made under it and any re-enactment, amendment or consolidation of it which is for the time being in force (unless expressly provided otherwise).
1.7	Any references to includes , include or including are deemed to be followed by the words "without limitation".

2. STANDARD CONDITIONS

- 2.1 Each of the conditions in Part 1 of the Standard Conditions is incorporated into this Agreement so far as it is not varied by or inconsistent with the specific provisions of this Agreement.
- 2.2 Standard Condition 1.3 shall apply except that notices shall not be served by e-mail.

3. SALE AND PURCHASE AND CONDITIONALITY

- 3.1 The Seller shall sell and the Buyer shall buy the Property for the Purchase Price on the Completion Date on the terms of this Agreement.
- 3.2 The Purchase Price shall be paid by the Buyer to the Seller in accordance with the Payment Profile.
- 3.3 This agreement is conditional upon the occurrence of the Seller's Works in accordance with the provisions of clause 4.

4. SELLER'S WORKS

- 4.1 This agreement is conditional upon the issue of the Certificate in accordance with the provisions of this clause 4.
- 4.2 If due to an event of Force Majeure or as a result of any unavoidable cause incident or accident beyond the Seller's control (including for the avoidance of doubt a Pandemic Delay Event) the Seller is delayed in completing the Seller's Works, the Seller shall on becoming aware of the cause incident or accident give notice to the Buyer in writing specifying:

- 4.2.1 the event of Force Majeure or the nature and extent of the cause incident or accident as the case may be; and

- 4.2.2 the expected period of delay as a result of the cause incident or accident and the period by which the Seller's Works Date is to be extended

and will at all times use reasonable endeavours to mitigate the severity of the cause incident or accident and to complete the Seller's Works as soon as reasonably possible.

- 4.3 If the Certificate has not issued by the Seller's Works Date including any extended period pursuant to Clause 4.2 either Party may at any time thereafter (but not after the Certificate has issued) determine this agreement by ten (10) working days' written notice to the other provided that the Party seeking to terminate this agreement may only do so if it has observed and performed its obligations in this agreement in all material respects.

- 4.4 In the event that this agreement is determined pursuant to clause 4.3:

- 4.4.1 neither Party shall have any further claim against the other (save in respect of any antecedent breach of obligation); and

- 4.4.2 the Buyer shall remove any entry registered at HM Land Registry in respect of this Agreement.

- 4.5 The Seller shall carry out the Seller's Works:

- 4.5.1 in accordance with the Necessary Consents and all applicable Laws;

- 4.5.2 in a good and workmanlike manner; and

- 4.5.3 with good and suitable materials.

- 4.6 The Seller shall ensure that no materials or substances are specified for use in the

Seller's Works which at the time of specification do not conform to current British Standards or codes of practice or the recommendations of the Building Research Establishment or are generally known in the construction industry to be deleterious to health and safety or to the durability of the Seller's Works having regard to the particular circumstances in which they are used.

- 4.7 In respect of the Seller's Works the Seller will assume the obligations on behalf of the Buyer as the client for the purposes of the CDM Regulations and will ensure that the execution of the Seller's Works complies with the CDM Regulations.
- 4.8 The Seller shall use reasonable skill and care when carrying out any design and selection of any materials or goods for use in the Seller's Works and in that regard shall have the like liability to the Buyer whether under statute or otherwise, as would an architect, or other appropriate professional designer, who acting independently under a separate contract with the Buyer had supplied such design for or in connection with works to be carried out by a building contractor not being a supplier of the design.
- 4.9 To the extent permitted by statutory requirements, the Seller shall have no greater duty, obligation or liability than to exercise reasonable skill and care as provided for in clause 4.8 in respect of such design and/or selection of materials for incorporation into the Seller's Works. Notwithstanding any other term or provision in this Agreement, under no circumstances whatsoever shall the Seller be subject to any duty, obligation or liability which requires that any such design or selection of materials for incorporation into the Seller's Works shall be fit for its purpose.
- 4.10 The Seller may in carrying out the Seller's Works substitute alternative materials of equivalent or better quality.
- 4.11 The Seller may make minor variations to the Seller's Works which are:
- 4.11.1 reasonably necessary; or
 - 4.11.2 required by any Competent Authority or to comply with clause 4.5.1; or
 - 4.11.3 insubstantial or immaterial or of a routine nature; or
 - 4.11.4 reasonably required by the Seller
- provided that such minor alterations or variations do not alter the layout of the Property or design or external appearance or standard of finish of the Seller's Works.
- 4.12 Any material variations to the Seller's Works must be approved by the Buyer (but that approval shall not be unreasonably withheld or delayed).
- 4.13 Any amendments to the Seller's Works which are requested by the Buyer (but which the Seller shall not be obligated to agree to) shall be subject to:
- 4.13.1 the Buyer being liable for any additional costs incurred in making such amendment; and
 - 4.13.2 availability of materials;
 - 4.13.3 any relevant planning requirements;
 - 4.13.4 the Parties agreeing to an extension of the Seller's Works Date (where this is necessary depending on the extent of the amendments sought).
- 4.14 The Buyer shall not cause any delay to the Seller's Works being carried out.
- 4.15 The Buyer and the Buyer's Representative may at all reasonable times and at reasonable intervals and on reasonable notice during construction of the Seller's Works enter upon the Property at their own risk (in the company of the Seller or a representative of the Seller) to view the state and progress of the Seller's Works

Provided always that the Buyer's Representative:

- 4.15.1 shall take reasonable steps not to interfere with the progress of the Seller's Works and will refer all matters (whether of complaint or otherwise) to the Seller and not agents or workmen and their sub-contractors or any other person employed or engaged by the Seller in relation to the Seller's Works; and
 - 4.15.2 shall comply with all safety and security requirements reasonably imposed by the Seller from time to time which may include but shall not be limited to restrictions on access to certain areas of the Property from time to time.
- 4.16 As soon as reasonably practical after completion of the Seller's Works, the Seller shall procure that the Buyer's Representative receives not less than ten (10) working days' notice of the date on which the Seller's Representative intends to inspect the Seller's Works with a view to issue the Certificate and the Buyer's Representative shall be entitled to accompany the Seller's Representative on any such inspection.
- 4.17 The Seller's Representative shall be instructed to have due and proper regard to any reasons given as to why in the reasonable opinion of the Buyer's Representative the Certificate should not be issued and as to the contents of any list of defects or outstanding matters ("Snagging Works") in relation to such Certificate provided that such reasons are given to the Seller's Representative orally at the time of such inspection and confirmed in writing within five (5) working days thereafter.
- 4.18 The Seller shall procure that the Buyer is provided with a copy of the Certificate when it is issued.
- 4.19 The Snagging Works will not invalidate the Certificate nor shall they delay the Completion Date.
- 4.20 The Seller shall carry out all Snagging Works identified pursuant to Clause 4.17 as soon as reasonably practicable provided that the Buyer shall allow the Seller its employees, agents and licensees access to the Property (with or without plant or equipment and materials) to enable the Seller to carry out all works which it is obliged to carry out under this clause after the Actual Completion Date. The Seller shall make good any damage caused to the Property in carrying out the Snagging Works as soon as reasonably possible and to the reasonable satisfaction of the Buyer.
- 4.21 Once the Certificate has been issued and any Snagging Works have been dealt with, the Seller's obligations in relation to the Seller's Works shall be at an end.
- 4.22 Any defects major shrinkages or other faults appearing within the Defects Liability Period due to failure of the Seller to comply with this Agreement shall be specified by the Buyer in a schedule of defects which it shall deliver to the Seller not later than ten Working Days after the expiration of the Defects Liability Period and the Seller shall be granted a licence to access the Property and within a reasonable time after receipt of such schedule of defects the defects and other faults specified in it shall be made good by the Seller at its own expense PROVIDED that the Seller shall not be responsible for any defects in planting turfing or similar soft landscaping caused by any failure of the Buyer to carry out reasonable maintenance including watering and cutting if necessary.
- 4.23 The Seller shall notify the Buyer in writing when it considers that it has remedied all the defects referred to in the schedule of defects issued pursuant to clause 4.22 and the Buyer shall be entitled to re-inspect the works during the period of five Working Days from receipt of such notice from the Seller and the Buyer shall (acting reasonably) then notify the Seller as to whether it considers all such defects have been remedied or if there are outstanding defects in which case the provisions of clause 4.22 and this clause shall continue to apply until such time as the Buyer notifies the Seller that all the defects in the schedule have been remedied.
- 4.24 Notwithstanding the provisions of clauses 4.22 and 4.23 the Buyer may whenever they

consider it necessary to do so issue instructions to the Seller requiring any defect major shrinkage or other fault which shall appear within the relevant Defect Liability Period and which is due to the failure of the Seller to comply with its obligations under this Agreement be made good and the Seller shall within a reasonable time after receipt of such instructions comply with the same at no cost to the Buyer.

- 4.25 The Seller confirms that it has the competence to perform the duties imposed on a client under the CDM Regulations and that it will fully and properly perform those duties.

5. TITLE

- 5.1 Title has been deduced to the Buyer's Conveyancer before the date of this Agreement and the Buyer purchases with full knowledge of it and shall raise no objection or requisition in respect of it except for entries revealed by the usual pre-completion searches and not previously disclosed.
- 5.2 Standard Conditions 7.4.2 and 7.6.6 shall not apply.

6. MATTERS SUBJECT TO WHICH THE PROPERTY IS SOLD

- 6.1 The Property is sold subject to the following but otherwise with vacant possession:
- 6.1.1 the Title Matters;
 - 6.1.2 all existing rights, quasi easements and easements affecting the Property whether or not apparent on inspection;
 - 6.1.3 any matters that are unregistered interests which override registered dispositions under schedule 3 to the Land Registration Act 2002;
 - 6.1.4 all local land charges (whether registered or not) and all matters capable of registration as local land charges and whether or not registered at the Actual Completion Date;
 - 6.1.5 all actual or proposed charges, notices, orders, restrictions, agreements, conditions or other matters arising under any legislation affecting the Property;
 - 6.1.6 all other matters affecting the Property which are capable of discovery by searches, enquiries or inspection;
 - 6.1.7 the Planning Agreement and the Planning Permission.
- 6.2 The Buyer agrees that it has satisfied itself in relation to all matters referred to in this clause 6 and purchases with full knowledge of them and shall raise no objection or requisition in relation to them.
- 6.3 In Standard Condition 4.1.2(c) the words "and could not reasonably" shall be deleted.

7. TITLE GUARANTEE AND TRANSFER

- 7.1 The Seller shall transfer the Property with full title guarantee.
- 7.2 The transfer of the Property to the Buyer shall be in the form of the Transfer.

8. DEPOSIT & PURCHASE PRICE

- 8.1 The Deposit shall be paid on the date hereof and released to the Seller.
- 8.2 Subject to the Buyer paying the amounts as specified in the Payment Profile on the dates specified therein and in accordance with clause 8.3, the Buyer shall pay the Balance Purchase Price on the Completion Date.

- 8.3 The Seller shall notify the Buyer when it considers that construction of the works comprised in each Build Stage have been completed whereupon the Buyer shall attend the Property to meet with a representative of the Seller at an agreed time and date as soon as reasonably practicable thereafter but in any event within ten (10) Working Days of the date of the Seller's notification (issued pursuant to this clause 8.3 to inspect the relevant works to agree whether or not construction of the works comprised in the relevant Build Stage have been completed and if at that inspection:
- 8.3.1 the Buyer agrees that construction of the Build Stage has been completed, then the payment attributable to that Build Stage as identified in the Payment Profile shall be due for payment by the Buyer within ten (10) Working Days of the date of the inspection;
 - 8.3.2 the Parties agree that the works comprised in the Build Stage have not been completed then the Seller will procure the carrying out of the necessary outstanding works and the process set out in this clause 8.3 shall be repeated as often as may be necessary until the Parties agree or the Expert determines that construction of the works comprised within the Build Stage have been completed;
 - 8.3.3 if the Parties disagree as to whether or not construction of the works comprised in the Build Stage have been completed then the issue shall be referred to an Expert for determination pursuant to clause 20 of this Agreement and in the event that the Expert determines that:
 - 8.3.3.1 construction of the works comprised in the Build Stage have been completed then the payment in respect of that Build Stage shall be due for payment by the Buyer within ten (10) Working Days of the date of the Expert's determination; or
 - 8.3.3.2 construction of the works comprised in the Build Stage have not been completed then the process set out in this clause 8.3 shall be repeated as often as may be necessary until the Parties agree or the Expert determines that construction of the works comprised within the Build Stage have been completed;
- 8.4 The Buyer shall ensure that it acts promptly and reasonably when undertaking an inspection of the relevant Build Stage and for the avoidance of any doubt if the Buyer fails to inspect the relevant Build Stage within the timeframes prescribed in Clause 8.3 of this Agreement then the Buyer is deemed to have agreed that construction of the works comprised in the Build Stage have been completed on the first Working Day thereafter and the payment of monies attributable to that Build Stage pursuant to the Payment Profile shall be due for payment by the Buyer within ten (10) Working Days from the date the Build Stage is deemed to be completed.

9. RISK AND INSURANCE

- 9.1 With effect from the date of this Agreement the Seller will insure or cause to be insured, the Seller's Works and all unfixed materials and goods delivered to or placed on or adjacent to the Property in connection with the Seller's Works and keep or cause the Seller's Works and such materials to be kept insured in accordance with the provisions of the building contract until the Actual Completion Date for not less than the full reinstatement value thereof (taking into account the progress of the Works) together with professional fees incurred in connection with such reinstatement.
- 9.2 The Seller will procure or cause to be insured a policy of insurance for property owners and third party liability in an amount not less than five million pounds (£5,000,000) and shall keep such policy current until the Actual Completion Date.
- 9.3 The Seller shall pay or cause to be paid all premiums and other money necessary for insurance to be maintained in accordance with clauses 9.1 and 9.2 and shall procure the production to the Buyer on written request of evidence of such policy or policies of insurance in the form of a broker's certificate.

- 9.4 From the Actual Completion Date the Property shall be at the Buyer's risk.
- 9.5 The Buyer shall not be entitled to refuse to complete the purchase of the Property by reason of damage to or destruction of the Property.
- 9.6 Standard Conditions 8.2.2(f), 8.2.2(g), 8.2.3, 8.2.4(b) and 8.2.5 shall not apply.

10. INTEREST AND COSTS

- 10.1 In Standard Condition 10.3.2 the words "and on any other sums payable on completion in addition to the purchase price" shall be added after the words "(less any deposit paid)".
- 10.2 The Buyer shall pay interest at the contract rate on any sum payable under this Agreement from the due date until and including the date it is paid.
- 10.3 On the Actual Completion Date the Buyer shall pay to the Seller any costs reasonably and properly incurred by the Seller due to the Buyer's failure to complete the purchase on the Completion Date.

11. COMPLETION

On the Completion Date

- 11.1 the Buyer shall:

11.1.1 pay to the Seller the balance of the Purchase Price and

11.1.1.1 all other sums due to the Seller under this Agreement;

11.1.2 provide to the Seller:

11.1.2.1 a duplicate of the transfer referred to in clause 7.2 duly executed by the Buyer;

- 11.2 the Seller shall provide to the Buyer the transfer referred to in clause 7.2 duly executed by it.

12. WARRANTIES

- 12.1 The Seller shall use all reasonable endeavours to procure that architect, civil engineer and structural engineer appointed in relation to the Seller's Works shall execute and deliver to the Buyer not later than the date sixty (60) days after the issue of the Certificate, a collateral warranty in the form, mutatis mutandis, attached in Annexure 5, with such amendments as may be required by the Seller and approved by the Buyer (such approval not to be unreasonably withheld or delayed).

13. STATE AND CONDITION

- 13.1 The Buyer acknowledges that:

13.1.1 no warranty, statement or representation (whether oral, written or implied) has been given by or on behalf of the Seller as to the state or condition of the Property or its fitness for any purpose;

13.1.2 the Buyer has been given permission by the Seller and has had full opportunity to inspect and survey the Property and carry out investigations on and of the Property and anything in, on or under it and its suitability for the Buyer's purposes;

13.1.3 the Buyer has satisfied itself as to the state and condition of the Property and its suitability for the Buyer's purposes; and

13.1.4 the Purchase Price takes account of the state and condition of the Property.

13.2 The Buyer agrees to indemnify the Seller against all Liabilities arising after the Completion Date from the state or condition of the Property.

14. USE

The Buyer is deemed to buy with full knowledge of the Property's authorised use for the purposes of planning legislation.

15. PLANNING OR INFRASTRUCTURE AGREEMENTS

15.1 From the date of this Agreement, the Seller shall remain responsible for the discharge of any planning conditions arising from the Planning Permission.

15.2 From the date of this Agreement the Buyer shall observe, comply with and perform the covenants, obligations and provisions of the Planning Permission, Planning Agreement or any Infrastructure Agreement in so far as they relate to the future use and occupation of the Property.

15.3 From the date of this Agreement the Buyer (at the Sellers cost, any such costs being properly incurred and reasonable) shall promptly, diligently and in good faith enter into any deed or agreement with any relevant body exercising statutory functions, perform any act or give any assistance reasonably required by the Seller in order to give effect to any provision in a Planning Agreement or Infrastructure Agreement allowing for the release of the Seller on its disposal of the Property.

15.4 The Seller shall indemnify the Buyer from the Actual Completion Date for any liability arising under the Planning Agreement after the Actual Completion Date.

15.5 The Buyer covenants with the Seller not to submit any planning application(s) in respect of all or any part of the Property save that a planning application(s) may be submitted pursuant to section 73 and/or section 96A of the Town and Country Planning Act 1990 provided that the Buyer has first submitted to the Seller a copy of the relevant planning application and the Seller (acting reasonably) has confirmed in writing to the Buyer that the Buyer may submit such application(s) to the local planning authority and that such applications are not inconsistent with any planning permission that has been granted in respect of the Property and shall not render such planning permission void or incapable of lawful implementation.

16. BUYER'S OBLIGATIONS

16.1 The Buyer or its successors in title shall keep in good repair and condition and maintain to a good and workmanlike manner all the land, Service Media and ancillary utilities at the Property in perpetuity from the date of this Agreement.

17. REGISTRATION GAP

17.1 If at any time between the Completion Date and the date of registration by the Land Registry of the Buyer as the registered proprietor of the Property either the local planning authority or any other relevant authority requires the registered proprietor of the Property or any part or parts of it to enter into any agreement or deed (including but not limited to any agreement made pursuant to Section 106 of the Town and Country Planning Act 1990) in relation to the development of the Property or any part or parts of it the Seller will following a written request from the Buyer to do so execute any such agreement or deed at the reasonable and pre-agreed cost of the Buyer and return it with within ten (10) working days of receipt of the engrossed document with irrecoverable authority to complete it.

17.2 The Buyer hereby indemnifies and agrees to keep indemnified the Seller from and against all reasonable and proper costs, claims, expenses and all other liabilities whatsoever arising under such agreement(s) or deed(s) referred to in clause 15.1.

17.3 Between the Completion Date and the date of registration by the Land Registry of the Buyer as the registered proprietor of the Property:

17.3.1 the Seller shall following a written request from the Buyer to do so and at the sole cost of the Buyer (with security for costs to be provided where reasonably required) take any reasonable and proper action required of it by the Buyer (acting reasonably and properly) where such action can only be taken by the registered proprietor of the Property; and

17.3.2 the Seller shall inform the Buyer as soon as practicable and in any event within ten (10) working days of receipt if it receives a notice or is served with legal proceedings in its capacity as registered proprietor of the Property.

17.4 With effect from the Completion Date until the date of registration by the Land Registry of the Buyer as the registered proprietor of the Property:

17.4.1 the Parties acknowledge that any notice or proceedings to be served by or upon the owner of the Property will be effectively served if served by or upon the Buyer alone notwithstanding that the Seller remains the registered proprietor of the Property but the Buyer shall promptly and in any event within five (5) working days of receipt provide a copy of any such notice or proceedings to the Seller and take such action as the Seller may reasonably require;

17.4.2 the Seller will promptly and in any event within five (5) working days of receipt (or sooner if the terms of the notice require it) deliver to the Buyer any notice or proceedings received by the Seller in respect of the Property and the Seller will not acknowledge or take any other step in respect of the same without the Buyer's prior written consent (which shall not be unreasonably withheld or delayed); and

17.4.3 the Seller authorises the Buyer to receive service of any notice or proceedings to be served upon the owner of the Property whether that notice is or those proceedings are addressed to the Buyer the Seller or both of them but without prejudice to the provisions of clause 15.3.1 and 15.3.2 above.

17.5 The Seller's and Buyer's obligations under this clause are in addition to any rights and duties they have and owe in respect of the Property respectively.

18. NO REPRESENTATIONS

The Buyer acknowledges that it has not entered into this Agreement in reliance on any warranty, statement or representation (whether oral, written or implied) by or on behalf of the Seller except that the Buyer may be entitled to rely on any written reply given before the date of the Agreement by the Seller's Conveyancer to a written enquiry made by the Buyer's Conveyancer which is not capable of verification by inspection, survey, search or enquiry.

19. REMEDIES

19.1 Standard Condition 10.1 shall be amended to add at the end:

"The buyer is not entitled to any remedy under condition 10.1 where it knew about the error or omission".

19.2 Standard Condition 10.2 shall be amended to add:

"(d) this does not prejudice either party's accrued claims against the other".

20. VAT

20.1 All sums made payable by this Agreement are exclusive of VAT, and an obligation to pay money includes an obligation to pay any VAT chargeable in respect of that

payment.

20.2 The Buyer warrants to the Seller that it does not intend to use the Property for any of the purposes listed in paragraphs 6, 7, 10 and 11 of schedule 10 to the Value Added Tax Act 1994 that operate to exclude the effect of the Seller's option to tax and has not and will not give any certificate as referred to in that schedule.

20.3 Standard Condition 2 shall not apply.

21. EXPERT DETERMINATION

In the event of any dispute arising under this Agreement the following provisions shall apply:

21.1 the Parties shall (subject to the provisions of clause 21.2) jointly appoint an Expert who shall:

21.1.1 in the case of any dispute relating to valuation or construction be a member of the Royal Institution of Chartered Surveyors; or

21.1.2 in the case of any dispute relating to planning matters be a Chartered Town Planning Consultant; or

21.1.3 in the case of any dispute relating to taxation matters be a member of The Institute of Chartered Accountants in England or Wales ("ICAEW"); or

21.1.4 in the case of any other dispute be a member of the Bar Council and shall be Leading Counsel;

21.1.5 in each case have not less than ten (10) years standing and experience of the subject matter of the dispute and shall be an expert in such matters;

21.2 The Expert shall be appointed jointly by the parties but if the Parties are unable to agree as to the appointment of an Expert within ten (10) Working Days of either Party giving the other written notice requesting them to confer on the appointment of the Expert then either Party may apply:

21.2.1 in the case of any dispute relating to valuation or construction to the President of the Royal Institution of Chartered Surveyors (or any successor Institute); or

21.2.2 in the case of any dispute relating to taxation matters to the President of the ICAEW (or any successor Institute); or

21.2.3 in the case of any other dispute to the President of the Bar Council (or any successor Institute);

to nominate the Expert;

21.3 the Expert appointed shall act as an expert and not as an arbitrator;

21.4 the Parties shall co-operate and use reasonable endeavours to procure that the Expert shall give his determination and the reasons for his determination in writing as speedily as reasonably practicable;

21.5 the Expert shall give notice in writing of his nomination to both the Seller and the Buyer inviting each of them to submit to him within a specified period (which shall not exceed fifteen (15) Working Days) written submissions accompanied by a valuation (if desired) and shall consider any such written submissions and valuation submitted to him within (but not after the expiration of) fifteen (15) Working Days but he shall not in any way be limited or fettered by any valuation and/or written submissions submitted to him and he shall determine the issues in accordance with his own judgement and opinion and shall notify his determination and the reasons for his decision to the Seller and the Buyer in writing as soon as is practicable after his appointment;

- 21.6 unless the Expert has failed to observe the procedures specified in this clause then save in the case of manifest error or fraud his determination shall be final and binding on the parties;
- 21.7 if the Expert shall die or unreasonably delay or become unwilling to act or incapable of acting the President (or failing him the person designated to act in his place) for the time being of the Royal Institution of the Chartered Surveyors shall at the request of either the Seller or the Buyer by writing discharge the Expert and nominate another person to act in his place who shall proceed as if there had been no prior nomination
- 21.8 the fees and expenses of the Expert shall be paid in the proportions or shares determined by the Expert and if not so determined by the Seller and the Buyer in equal shares and if either of them shall pay the share properly payable by the other of them (in order to procure the issue of the notice of the determination of the Expert) the amount so paid shall be repayable on demand by the other with interest at the Contract Rate for the period commencing from the date of payment of the same until and including the date of repayment calculated from day to day and compounded with monthly rests and shall be recoverable action with interest ((whether before or after any judgment or Insolvency of the Party who has not paid))
- 21.9 all matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and their advisers and the Expert
- 21.10 each Party shall act reasonably and co-operate to give effect to the provisions of this cause and otherwise do nothing to hinder or prevent the Expert from reaching his determination

22. ENTIRE AGREEMENT

This Agreement constitutes the entire contract between the Parties.

23. CONFIDENTIALITY

- 23.1 The Parties shall keep the terms of this Agreement confidential save to the extent that any Party is obliged by law or by the London Stock Exchange to disclose any information or this Agreement but where possible it shall advise the other Party Parties first.
- 23.2 This clause shall not prevent confidential disclosure to a Party's advisers or lenders or the completion and submission by the Buyer of stamp duty land tax returns (including corrective or further returns) and dealing with any enquiries as may be raised by H.M. Revenue and Customs or H.M. Land Registry.
- 23.3 The Buyer shall not send this Agreement or a copy of it to H.M. Land Registry and shall not register any notice of this Agreement except by way of a unilateral notice.

24. PUBLICITY

No announcement shall be made concerning the terms of this Agreement by any Party without the written consent of the other Party.

25. INSOLVENCY OF BUYER

If the Buyer or any one included within the definition of the Buyer becomes Insolvent, ceases to exist, is dissolved or is struck-off from the Register of Companies before the Actual Completion Date, the Seller may terminate this Agreement and if it does so Standard Conditions 10.5.2 and 10.5.3 apply.

26. INSOLVENCY OF SELLER

If the Seller or any one included within the definition of the Seller becomes Insolvent, ceases to exist, is dissolved or is struck-off from the Register of Companies before the Actual Completion

Date, the Buyer may terminate this Agreement and if it does so Standard Conditions 10.5.2 and 10.5.3 apply.

27. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

28. SERVICE OF NOTICES AND PROCEEDINGS

28.1 The Seller irrevocably appoints the Seller's Conveyancer as the Seller's agent for the service of notices and proceedings relating to this Agreement.

28.2 Notices on the Buyer must be served at The Parish Office, The Triangle, Willingdon, East Sussex BN20 9PJ.

This Agreement has been entered into on the date stated at the beginning of it.

ANNEXURE 1 – TRANSFER

HM Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** of the persons transferring the property.

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) out of which the property is transferred: ESX395996
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Land at Brodricklands and Hamlands Farm, Willingdon The property is identified ☒ on the attached plan and shown: edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: BDW Trading Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03018173 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

6 Transferee for entry in the register:

Willingdon & Jevington Parish Council

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas entities

(a) Territory of incorporation or formation:

(b) Overseas entity ID issued by Companies House, including any prefix:

(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

7 Transferee's intended address(es) for service for entry in the register:

The Parish Office, The Triangle, Willingdon, East Sussex BN20 9PJ

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures):

One Hundred and Eighty Six Thousand Two Hundred and Sixty One Pounds and Ninety One Pence (£186,261.91)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate:

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
- ☐ they are to hold the property on trust for themselves as tenants in common in equal shares
- ☐ they are to hold the property on trust:

12 Additional provisions

12.1 DEFINITIONS

"Affecting Matters" means the covenants exceptions reservations rights and other matters (other than charges of a financial nature) contained or referred to in the Property and Charges Registers of title number ESX395996 as at 12 August 2022 at 17:03:09;

"Boundary Structure" means any walls fences hedges trees retaining walls or other structures on the boundaries of the Property;

'Communal Areas' means all:

- a) communal areas;
- b) designated visitors' parking areas, communal driveways, forecourts, squares, ramps, entrance gates and cycle stores (if any);
- c) communal bin stores (if any); and
- d) public open space amenity areas and facilities;

forming part of the Estate (but excluding any part of a Dwelling).

"Estate" means all the land now or formerly in title number ESX395996;

"Estate Roads" means the road and associated footpaths street lighting and other street furniture which are intended to be constructed by the Transferor on the Retained Land and which are intended to serve both the Property and the Retained Land;

"the Estate Sewers" means the foul and surface water sewers which are to be constructed by the Transferor and which are intended to serve both the Property and

the Retained Land when fully developed and which are to connect to adopted foul and surface water sewers;

"Expert" means the person mentioned in the section of these additional provisions headed "Dispute Resolution" and who shall be a person having appropriate professional qualifications and experience and who shall be appointed (in default of agreement) on the application of either Party by the President for the time being of the Royal Institution of Chartered Surveyors (or by a senior officer on his behalf);

"Parties" means the Transferor and the Transferee and **"Party"** means either the Transferor or the Transferee as the context admits;

"Plan" means the plan or plans annexed to this Transfer;

"Projection" foundations, footings, chimneys, flues, condensing units, air-conditioning ducting, roofs, eaves guttering, drainpipes of buildings and the fence posts, wall piers and other projections now or at any time constructed within or on the boundary of either the Property or the Retained Land protruding into and overhanging or lying under the other;

"Property" means the property transferred by the Transferor to the Transferee by this Transfer;

"Relevant Authority" means all or any of the following in relation to the Property as appropriate:

- (a) such authority or body as shall have responsibility under statute for highway matters;
- (b) such authority or body as shall have responsibility under statute for drainage matters;
- (c) such authority or body as shall have responsibility under statute for planning matters;
- (d) such authority or body as shall have responsibility under statute for environmental matters;
- (e) any utility company concerned with the installation of Service Media and the provision of Services;
- (f) any other local or competent authority or body having jurisdiction in relation to the development of the Property and the Retained Land and/or the infrastructure serving the same;

"Retained Land" means the land now or formerly comprised within title number ESX395996 excluding the Property;

"Service Media" means sewers drains pipes cables pumping systems channels balancing ponds and other service media for the supply of Services;

"Services" means the supply of water gas electricity telephone telecommunications cable television and all other services and the disposal of foul and surface water.

12.2 In this Transfer references to "the Transferor" and "the Transferee" shall be deemed to include their respective successors in title and references to the Retained Land and the Property shall be references to the whole and each and every part of such land respectively.

12.3 The Property is transferred **TOGETHER WITH** the rights set out in the First Schedule hereto and **EXCEPTING AND RESERVING** to the Transferor and all others authorised by the Transferor the rights referred to and set out in the Second Schedule hereto.

12.4 **TRANSFeree'S COVENANTS**

12.4.1 The Transferee **HEREBY COVENANTS** by way of indemnity only and not further or otherwise with the Transferor to observe and perform the Affecting Matters insofar as the same respectively affect the Property and are still effective and to indemnify and keep indemnified the Transferor and its successors in title from all costs claims and actions arising out of any future breach and non-observance thereof so far as aforesaid.

12.4.2 For the benefit and protection of the Retained Land or any part or parts thereof and so as to bind the Property or any part or parts thereof into whosoever hands the same may come the Transferee **HEREBY COVENANTS** with the Transferor and its successors in title that the Transferee and those deriving title under it will at all times hereafter observe and perform the obligations set out in Part I of the Third Schedule hereto.

12.4.3 The Transferee **HEREBY COVENANTS** with the Transferor to indemnify the Transferor from and against all costs expenses claims demands actions and liabilities arising out of any breach or non performance of the provisions of the Third Schedule hereto.

12.5 **TRANSFEROR'S COVENANTS**

12.5.1 For the benefit and protection of the Property or any part or parts thereof and so as to bind the Retained Land into whosoever hands the same may come the Transferor **HEREBY COVENANTS** with the Transferee and its successors in title that the Transferor and those deriving title under it will at all times hereafter observe and perform the restrictions stipulations and covenants contained in Part I of the Fourth Schedule hereto.

12.5.2 The Transferor so as to bind the Retained Land and each and every part thereof **HEREBY COVENANTS** with the Transferee so as to benefit the Property and each and every part thereof capable of being benefited thereby to perform the obligations contained in Part II of the Fourth Schedule thereto.

12.6 **AGREEMENTS AND DECLARATIONS**

It is hereby agreed and declared as follows:

12.6.1 **Rights of Light and Air**

12.6.1.1 Neither the Transferee nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use by the Transferor of the Retained Land or any part or parts thereof for building or other purposes.

12.6.1.2 Neither the Transferor nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement (except as herein contained) which would restrict or interfere with the free use by the Transferee of the Property or any part or parts thereof for building or other purposes.

12.6.2 Rights of Third Parties

Unless the right of enforcement is expressly "provided it is not intended that a third party should have the right to enforce any terms of this Transfer pursuant to the Contract (Rights of Third Parties Act 1999) but this does not affect any rights which are available apart from that Act.

12.6.3 Implied Rights

Section 62 of the Law of Property Act 1925 and the rule in Wheeldon v Burrows do not apply to this Transfer and no legal or other rights are granted over the Retained Land for the benefit of the Property except for those expressly granted by this Transfer.

12.6.4 Rights reserved and granted

12.6.4.1 The rights hereby reserved and granted shall not be exercised over land which has been or is being or is intended to be developed by the construction of buildings or their curtilages or over shared access areas not intended to be made available for general use or (except for acceptable rights of way) over land to be dedicated as public open space.

12.6.4.2 Any rights of entry on land shall be exercised only upon reasonable notice and at reasonable times (except in cases of emergency).

12.6.4.3 All requisite consents from any Relevant Authority for connections to and construction of any roads and/or Service Media pursuant to the rights hereby reserved and granted shall be obtained by the person exercising the rights prior to effecting the same.

12.6.4.4 The person exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably

practicable to the other parties reasonable satisfaction.

12.6.4.5 Connections to Service Media and Estate Sewers shall only be made to the extent that there is capacity therefor and the Transferor shall not be obliged to oversize the Service Media and Estate Sewers.

12.6.4.6 The person exercising the rights hereby reserved shall (if so requested) consent to the Estate Roads and/or the Service Media and/or Estate Sewers over or through which the rights are exercised becoming adopted and/or maintainable at the public expense and pending adoption shall contribute a fair and reasonable proportion (according to user of the costs of inspecting cleansing repairing maintaining renewing or replacing the Estate Roads and/or the Service Media and/or the Estate Sewers over or through (or into) which the rights are exercised.

12.6.4.7 The rights hereby reserved over the Service Media and/or the Estate Sewers shall cease to the extent that the Service Media and/or the Estate Sewers over or through which the rights are exercised become adopted and/or maintainable at the public expense.

12.6.4.8 The owner of the land in which the same are situate may alter the position of the Estate Road and/or the Service Media and/or the Estate Sewers over or through which the rights hereby reserved are exercised (and the rights shall then apply to the altered position in substitution) Provided that the exercise of the rights shall not be materially and unreasonably prejudiced by such alterations

12.6.5 Co-operation and good faith

The Parties agree the one with the other and undertake with each other that they will co-operate with each other and act in good faith with each other and will without delay join in all necessary agreements reasonably required by the other (subject to any reasonable indemnities being given and reasonable provision for costs being made) required for the development of either Party's land and/or the adoption of the Estate Road the Estate Sewers and drains, the Service Media and any connections thereto.

12.7 DISPUTE RESOLUTION

12.7.1 Unless otherwise provided in this Transfer any dispute between the Parties regarding any of the provisions of this Transfer shall be referred to the Expert. The Expert shall act as expert and not as arbitrator and his decision shall be final and binding on the Parties and the following provisions shall apply:

12.7.1.1 the Expert shall give the Parties the opportunity to make representations to him before making his decision;

12.7.1.2 the Expert shall be entitled to obtain opinions from others if he so wishes;

12.7.1.3 the Expert shall give reasons for his decision;

12.7.1.4 the Expert shall comply with any time limits or other directions agreed by the Parties;

12.7.1.5 the charges and expenses of the Expert shall be borne equally between the Parties or in such other proportions as the Expert may direct;

12.8 APPLICATION

The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter into the registers of the Titles to the Property and the Retained Land such of the rights reservations exceptions covenants and conditions contained or referred to herein as are capable of registration.

IN WITNESS whereof this Transfer has been executed by the Transferor and the Transferee as a Deed the date and year first before written

THE FIRST SCHEDULE before referred to Rights Granted

The following rights for the Transferee its successors in title and all persons authorised by the Transferor or its successors in title with workmen and others of all or any parts of the Property and their respective tenants and servants and invitees in common with the Transferor and all others so entitled:

1. To connect to and use the Estate Road

1.1 The full and free right to connect to the Estate Road after it has been constructed to base course level.

1.2 The full and free right to go pass and repass with or without vehicles at all times and for all purposes over and along all roads now constructed or to be constructed at any time in the future on the Retained Land including the Estate Road and any connection thereto after it has been constructed to base course level until such time it shall become vested in the Relevant Authority.

2. To connect to and use the Estate Sewers

The full and free right to connect to and to use the Estate Sewers together with the right (upon reasonable prior written notice) to enter upon the Retained Land (but not any part of the Retained Land comprising a building or its curtilage) but only so far as strictly necessary with workmen and equipment for the purpose of making connections with the Estate Sewers until the same are adopted or taken over by the Relevant Authority.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

3. To connect to and use the Service Media

The full and free right to connect to and use the Service Media now laid or to be laid at any time in the future within the Retained Land (but not any part of the Retained Land comprising a building or its curtilage).

4. Right of Entry

The right to enter after reasonable notice (except in the case of emergency) upon such part of the Retained Land as shall be reasonably necessary (but not any part of the Retained Land comprising a building or its curtilage) for the purpose of constructing repairing maintaining and replacing any part of any building or boundary fence to be erected on the Property.

5. Support and Protection

The right to support and protection for the Property from the Retained Land.

**THE SECOND SCHEDULE before referred to
Rights Reserved**

1. To connect to and use Service Media

The full and free right to connect to and use the Service Media now laid or to be laid at any time in the future within the Property **TOGETHER WITH** the right (upon reasonable prior written notice) to enter upon the Property (but not any part of the Property comprising a building) but only so far as reasonably necessary with workmen and equipment for the purpose of making connections with and for the purpose of testing cleaning maintaining renewing and repairing such Service Media and the connections thereto until the same are adopted or are taken over by the Relevant Authority.

2. Right of Entry

The right at all times for the Transferor and its successors in title and all persons authorised by the Transferor or its successors in title with servants workmen and others to enter after reasonable prior written notice (except in the case of emergency) upon such part of the Property as shall be reasonably necessary (but not any part of the Property comprising a building) for the purpose of constructing repairing maintaining and replacing the Estate Road and the Estate Sewers and any other services.

3. To lay new Service Media

The full and free right to lay new Service Media in, on, under or over the Property (excluding any part of the Property comprising a building) together with the right (upon reasonable prior written notice) to enter upon the Property but only so far as is strictly necessary for the purpose of laying and thereafter inspecting, testing, cleaning, maintaining, renewing, re-laying, replacing and repairing such Service Media.

4. Construction

The right at all times to enter after reasonable notice (except in the case of emergency) upon such part of the Property as shall be reasonably necessary (but not any part of the Property comprising a building) for the purpose of constructing repairing maintaining and replacing any part of any dwellinghouse or boundary fence to be erected on the Retained Land or for any other reasonable purpose connected with the Retained Land.

5. Projections

The right to:

- 5.1 keep and use on the Retained Land any Projections from any buildings on the Retained Land now or to be constructed by the Transferee on the Retained Land;
- 5.2 vent from any relevant Projections across the Property;
- 5.3 discharge rainwater from those Projections comprising the roofs, gutters, eaves and drainpipes.

6. Support and Protection

The right to support and protection for the Retained Land from the Property.

7. To connect to and use Estate Sewers

The full and free right to connect to and to use the Estate Sewers together with the right (upon reasonable prior written notice) to enter upon the Property (but not any part of the Property comprising a building) but only so far as reasonably necessary with workmen and equipment for the purpose of (a) making connections with the Estate Sewers and/or (b) inspecting, testing, cleaning, maintaining, renewing, re-laying and repairing the Estate Sewers and the connections thereto until the same are adopted or taken over by the Relevant Authority.

8. To connect to and use Estate Roads

The full and free right to go pass and repass with or without vehicles at all times and for all purposes over and along all roads now constructed or to be constructed at any time in the future on the Property including the Estate Road and any connection thereto after it has been constructed to base course level until such time it shall become vested in the Relevant Authority.

9. Right to Alter

The right to build or rebuild on any adjacent or neighbouring land or to alter any adjacent or neighbouring building, or to implement any development of the Retained Land in any manner whatsoever and to deal with such land or building in such manner as the Transferor may think fit so long as such works do not materially impact the use and enjoyment of the Property (provided that any such impact may be permitted if temporary in nature and reasonably necessary).

10. Boundary Structures

The right to enter the Property for the purpose of relocating any Boundary Structures or other boundary markers to accord with the legal boundaries of the Property on the Plans in accordance with Land Registry requirements subject to the Transferor making good any damage thereby occasioned to the reasonable satisfaction of the Transferee.

11. Compliance with Regulations

The right to enter the Property for the purpose of complying with the proper requirements of any Relevant Authority.

12. Right to Develop

The right to enter onto so much of the unbuilt part of the Property as is reasonably necessary in order to implement any development of the Retained Land in such manner as the Transferor may think fit (so far as such manner is in accordance with any planning application to be granted in respect of the Property and the proper requirements of any Relevant Authority).

13. Communal Areas

The right to enter onto so much of the Property as is reasonably necessary in order to implement any development or construction of the Communal Areas in such manner as the Transferor may think fit acting reasonably (so far as such manner is in accordance with any planning application to be granted in respect of the Property and the proper requirements of any Relevant Authority).

Include words of covenant.

THE THIRD SCHEDULE before referred to Transferee's Covenants

**PART 1
Transferee's Restrictive Covenants**

1. No Nuisance

1.1 Not to cause or permit to be done in or upon the Property or any part thereof any act or thing which may be or become a nuisance to the owners or occupiers for the time being of the Retained Land or any part thereof.

1.2 Not to obstruct or permit to be obstructed any rights or easements hereby granted in favour of the Retained Land.

2. Use

2.1 Not to use or permit the use of the Property for any purpose other than for sports pitches and associated recreation for strictly in accordance with the Planning Permission.

2.2 Not use or permit or suffer the Property to be used for any illegal immoral or improper purpose.

2.3 Not park a commercial vehicle (other than a light van with a weight not exceeding 3500Kg GVW on any part of the Estate (provided that vehicles delivering or collecting goods may be parked temporarily) and not to park any caravan trailer or boat of any kind on any part of the Estate.

- 2.4 Not park any vehicle or thing on the Estate Roads so as to cause any obstruction to any other owner or occupier on the Estate.
- 2.5 Not to discharge or permit to be discharged into the sewers on the Estate any material other than foul and surface water.
- 2.6 Not to cause or allow to be caused any excavations soil removal drilling of bore holes or the planting of deep rooting shrubs of whatsoever description on any part or parts of the Property without the prior written consent of the Transferor (such consent not to be unreasonably withheld or delayed).
- 2.7 Not to do or omit to do or suffer to be done or omitted to be done any act or thing on or about the Property which would result in a breach of condition in any planning permission obligation or agreement under the Town and Country Planning Act 1990 Section 106 so far as the condition relates to or affects the Property.
- 2.8 Not to grant (or allow to be created by any third party) any right of way or other easement over the Property except pursuant to the obligations in this Transfer.
- 2.9 Not to damage or remove any previously existing trees hedges or plants nor any planted by the Transferor in accordance with a landscaping scheme for the Estate or pursuant to the Planning Permission.
- 2.10 Not to erect any building or structure on the Property nor to erect or make any extension or alterations to the exterior of any building within five metres measured horizontally from the centre line of any adopted or adoptable sewer (without having first obtained the written consent of the appropriate Relevant Authority) or within three metres of any Service Media belonging to any other supply company.
- 2.11 Not to do or permit or suffer to be done upon the Property or the Estate any act or thing which may result in loss or damage to or interference with any Estate Road, Estate Sewer or service within the Property which may be or become maintainable at the public expense or any other road sewer or service which is used jointly with the Transferor or with the owners or occupiers of the Estate or any adjoining or neighbouring land.

PART 2

Transferee's Stipulations

1. To:
 - 1.1 maintain in good repair and condition the Property together with its boundaries;
 - 1.2 maintain and repair and keep lit (between dusk and dawn) any street bollard lighting within the curtilage of the Property (if any) as provided by the Transferor;
 - 1.3 maintain any part of the Property which has been landscaped to the satisfaction of and in accordance with the requirements of any Relevant Authority AND in the event of the Transferee failing to reasonably maintain the

same the Transferor shall be entitled to enter upon the Property and the Transferee shall forthwith pay to the Transferor the reasonable and proper costs of carrying out any such maintenance including the cost of replacing any trees shrubs or plants and such cost shall be a debt due from the Transferee to the Transferor;

- 1.4 immediately on request and at the cost of the Transferor (such costs to be reasonable and properly incurred) to execute any easement deed or document required by the appropriate Relevant Authority or service supplier in respect of the provision maintenance or adoption of the Estate Roads, Estate Sewers or other Service Media.

Include words of covenant.

THE FOURTH SCHEDULE before referred to Transferor's covenants

PART 1 Transferor's Restrictive Covenants

1. No Nuisance

- 1.1 Not to cause or permit to be done in or upon the Retained Land or any part thereof any act or thing which may be or become a nuisance annoyance or disturbance to the owners or occupiers for the time being of the Property or any part thereof PROVIDED ALWAYS that the development of the Retained Land and its subsequent use for purposes shall not be a breach of this obligation.
- 1.2 Not to obstruct or permit to be obstructed any rights or easements hereby granted in favour of the Property.

2. No mud on roads

To use reasonable endeavours not to deposit or permit or suffer to be deposited by any person involved in any proposed development of the Retained Land or the supply of goods or services thereto mud or debris or other materials on the Estate Road or any other road constructed or to be constructed on the Retained Land and without undue delay remove any such mud or debris or other materials deposited in breach hereof by the Transferor or its contractor and any other person involved in the development of the Retained Land.

3. Service Media

Not to:

- 3.1 erect or construct any structure or plant any tree or shrub on or over the Service Media;
- 3.2 do anything that:
 - 3.2.1 affects the support of the Service Media; or
 - 3.2.2 interferes or may interfere with the free access to the Service Media; or
 - 3.2.3 damages or may damage the Service Media.

4. Estate Roads and Estate Sewers

Not to:

- 4.1 damage or obstruct the Estate Roads; or
- 4.2 do any act, matter or thing which may delay or prevent adoption of any Estate Roads; or
- 4.3 damage or overload the Estate Sewers and not to discharge any harmful or corrosive substances into the Estate Sewers; or
- 4.4 do any act, matter or thing which may delay or prevent adoption of the Estate Sewers.

PART II

Transferor's Positive Covenants

1. Estate Sewers

- 1.1 The Transferor shall at the expense of the Transferor construct the Estate Sewers in a good and workmanlike manner using good quality materials and to a standard required for such sewers and drains to be of sufficient capacity to serve both the Property and the Retained Land when fully developed.
- 1.2 The Transferor shall use reasonable endeavours to procure the adoption of the Estate Sewers after completion of the construction of the Estate Sewers.
- 1.3 The Transferor shall maintain the Estate Sewers at all times to the satisfaction of the Relevant Authority and shall comply with the agreements for construction maintenance and adoption thereof at all times.

2. Service Media

The Transferor shall at the expense of the Transferor provide or secure the installation of gas water electricity and telecommunications in a good and workmanlike manner and using good quality materials and to a standard required by the appropriate relevant supplier.

3. Grant Wayleaves

The Transferor shall grant such further rights and easements to and/or enter into such covenants, deeds of easement, wayleaves and/or other ancillary agreements as shall be required by a Relevant Authority providing Services to the Property and/or as may be required by a Relevant Authority in connection with the development of the Property and Retained Land and to join as landowners in any deed or agreement as may be required subject to the Transferee's full and complete indemnity as to the legal costs of signing such deeds.

4. Estate Roads

- 4.1 The Transferor shall as soon as reasonably practicable at the expense of the Transferor construct the Estate Roads in a good and workmanlike manner using good quality materials and to a standard required to be of sufficient capacity to serve both the Property and the Retained Land

when fully developed **PROVIDED THAT** if due to exceptionally adverse weather conditions or other circumstances reasonably outside the Transferor's control and which could not have been foreseen there is delay by the Transferor in completing any works then the said period shall be extended by such period as is reasonable in all the circumstances.

- 4.2 The Transferor shall use reasonable endeavours to procure the adoption of the Estate Roads after completion of the construction.
- 4.3 The Transferor shall maintain the Estate Roads at all times to the satisfaction of the Relevant Authority and shall comply with the agreements for construction maintenance and adoption thereof at all times.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Signed as a Deed (but not delivered until dated)

by two Attorneys for **BDW TRADING LIMITED**

in exercise of the powers conferred by a

Power of Attorney dated []

In the presence of:

.....(print Attorney name)

..... (Attorney signature)

Witness Signature:.....

Name:

Address:

Occupation:.....

.....(print Attorney name)

..... (Attorney signature)

Witness Signature:.....

Name:

Address:

Occupation:.....

Signed as Deed by

WILLINGDON AND JEVINGTON PARISH COUNCIL

acting by two Councillors

.....
Councillor

.....
Councillor

In the presence of the Clerk

.....
Clerk

WARNING

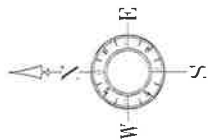
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Legend

Site boundary



C05 12.01.25	Bridge area and Red edged boundary revised	KS	15
C04 09.05.14	Red edged boundary revised	KS	15
C03 12.01.14	Red edged boundary revised	KS	15
B 18.05.13	Red edged boundary extended to street edge of all	KS	15
A 05.07.12	adopted boundary	KS	15
B 05.07.12	Red edged boundary extended	KS	15
B 05.07.12	Red edged boundary extended	KS	15

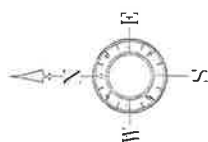
Barrett Architects
Barrett House, Walnut Tree Close
Guildford, Surrey GU1 4SW

Project Name
Meadowburne Place Willingdon

Drawing Title
Sports Pitches
Transfer Plan

Drawn by	Checked by	Barrett Architects	Drawn by	Checked by	Barrett Architects
KS	BH	H7980	02d	LT	07
Date Created	24.06.22	A3	1:2500		

ANNEXURE 2 – PLAN

 Site boundary

255	12/21/75	Red edge boundary removed.	K5
256	04/05/76	Red edge boundary removed.	K5
257	04/05/76	Red edge boundary removed.	K5
258	04/05/76	Red edge boundary removed.	K5
259	04/05/76	Red edge boundary removed.	K5
260	04/05/76	Red edge boundary removed.	K5
261	04/05/76	Red edge boundary removed.	K5
262	04/05/76	Red edge boundary removed.	K5
263	04/05/76	Red edge boundary removed.	K5
264	04/05/76	Red edge boundary removed.	K5
265	04/05/76	Red edge boundary removed.	K5
266	04/05/76	Red edge boundary removed.	K5
267	04/05/76	Red edge boundary removed.	K5
268	04/05/76	Red edge boundary removed.	K5
269	04/05/76	Red edge boundary removed.	K5
270	04/05/76	Red edge boundary removed.	K5
271	04/05/76	Red edge boundary removed.	K5
272	04/05/76	Red edge boundary removed.	K5
273	04/05/76	Red edge boundary removed.	K5
274	04/05/76	Red edge boundary removed.	K5
275	04/05/76	Red edge boundary removed.	K5
276	04/05/76	Red edge boundary removed.	K5
277	04/05/76	Red edge boundary removed.	K5
278	04/05/76	Red edge boundary removed.	K5
279	04/05/76	Red edge boundary removed.	K5
280	04/05/76	Red edge boundary removed.	K5
281	04/05/76	Red edge boundary removed.	K5
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BARRATT
Barratt Southern Counties
Barratt House, Walnut Tree Close
Cuddiford, Surrey GU11 4SW

Meadowburne Place Willingdon

Figure 2. Mean values of the dependent variables.

Sports Pitches
Transfer Plan

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ANNEXURE 3 – SELLER’S WORKS

Specification of Agreed Works

Item	Total Cost	Comments
Larger Pavilion	£ 71,295.16	To remain, nothing noted on spec
External Lighting (subject to specification and quant) Based on 6 External lanterns	£ 1,125.00	Subject to specification/extent.
BT/Internet (Estimate)	£ 12,500.00	Cost estimate
Toilets, showers and sinks (to BDW specification) any increase in specification to be reviewed and price accordingly.	Included	
Changing rooms flooring (basic non-slip flooring to meet building regs)	Included	
Painted blockwork walls (2 coats of white emulsion) throughout	£ 17,531.25	Basic spec is painted woodwork only, painted blockwork as per the price quoted.
Standard pendant lighting in dry rooms, bulkhead lighting in wet rooms	Included	
De-centralised fan ventilation	Included	
Doors	Included	
White PVC windows	Included	
Boiler/Heating System	Included	
Kitchen - Fitted furniture (no quartz/granite, laminate worktops)	£ 5,162.50	Cost provided based on uplift from basic sink and worktop.
Appliances	Excluded	
Kitchen sockets additional	£ 1,250.00	Based on 8No extras sockets.
Mechanical ventilation system (estimate)	£ 28,125.00	Cost estimate
Vinyl to committee/club room	£ 9,800.00	Subject to specification/extent.
Safety mirrors (£195 each) Based on 20No.	£ 3,900.00	Included - basic specification.
Benches (subject to style and quants) Based on 2 runs of 3mtr and 4mtrs	£ 4,375.00	Upgraded fitted benches.
Lockable changing room doors	Included	
Plaster finish to kitchen and club room only	£ 8,998.00	
Solar panels supplied and fitted	£ 22,200.00	
Total	£ 186,261.91	

ANNEXURE 4 – PAYMENT PROFILE

Amount	Build Stage (in respect of the sports pavilion structure)
£27,939.29	the sports pavilion structure is constructed to foundations plus brickwork up to the underside of damp proof course
£27,939.29	completion of brickwork to the underside of wall plate
£27,939.29	completion of the roof
£27,939.29	At first fix (wires and pipes for electrical and plumbing installations that will be hidden behind plasterboard and similar have been installed)
£27,939.28	At second fix

ANNEXURE 5 – FORM OF COLLATERAL WARRANTY

Schedule 5

Part 1

Collateral Warranty

Consultant's Collateral Warranty

relating to [•] *[insert details of the project and the site]*

- (1) [•] [Consultant]
- (2) [•] [Beneficiary]
- (3) [•] [Employer]

Dated

20[•]

This Deed is made on

20[●]

Between

- (1) [●] Limited (company number: [●]) whose registered office is at [●] (the "**Consultant**");
- (2) [●] Limited (company number: [●]) whose registered office is at [●] (the "**Beneficiary**"); and
- (3) [●] Limited (company number: [●]) whose registered office is at [●] (the "**Employer**")⁴.

Background:

- (A) By the Appointment the Employer has appointed the Consultant to act in the capacity of a consultant of the Relevant Discipline in relation to the Project.
- (B) The Beneficiary [●] *[insert description of the Beneficiary's interest in the Project]*.
- (C) The Consultant has agreed to enter into this Deed for the benefit of the Beneficiary.

This Deed witnesses as follows:

1. Definitions and interpretation

- 1.1 In this Deed, unless the context otherwise requires, the following definitions shall apply:

"Aggregate Insured Amount" means the matters in respect of which the Consultant maintains professional indemnity insurance on an aggregate basis and the relevant aggregate limit for each such matter which is / are:

[Insert limit and terms]

"Appointment" means the appointment made between the Consultant and the Employer dated [●] 20[●].

"Appointment Particulars" are the appointment particulars appended to the Appointment.

"Deed" means this deed.

"Documents" means all plans, documents, CAD materials, drawings, specifications, calculations, designs, graphs, sketches, design details, models, computer programmes, photocopying, brochures, reports, notes of meetings, codes, data, design documents and other written or recorded material produced by or on behalf of the Consultant in connection with the Project.

"Insured Amount" means *[Insert limit and terms of insurance]*

"Limitation Period" means the period of 12 years after the date of Practical Completion of the Project save in respect of any breach or alleged breach under this Deed in connection with a duty imposed by Section 38 of the Building Act 1984 or Section 1 or Section 2A of the Defective Premises Act 1972 in relation to the Project where the Limitation Period shall be the expiry of 15 years after Practical Completion of the Project.

"Permitted Uses" means any construction, building information modelling, completion, reconstruction, modification, demolition, extension, repair, reinstatement, refurbishment, redevelopment, maintenance, management, funding, use, letting, promotion and advertisement of the Project and/or the Site.

⁴Remove the Employer as a party to the warranty where the Beneficiary is not receiving step-in rights

"Practical Completion of the Project" has the meaning given to it in the Appointment.

"Project" means the [●] at the Site.

"Relevant Discipline" means [architect, civil & structural engineer etc]

"Services" means the services that the Consultant performs pursuant to the Appointment.

"Site" means the site at [●].

"Third Party Agreement" means the [●] [agreement for lease/agreement for purchase/finance agreement/development agreement/insert] entered into or to be entered into between the Employer and the Beneficiary.

1.2 In this Deed, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1), Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification);
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of this Deed;
- (c) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) clauses are to clauses of this Deed and references to sub-clauses are references to sub-clauses of the clause in which they appear;
 - (iii) any document is a reference to that document as supplemented or varied at any time, or any new document created as a result of a novation of that document; and
 - (iv) a "person" includes any individual, firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality).

2. Exercise of skill and care

2.1 The Consultant warrants and undertakes to the Beneficiary that:

- (a) in respect of such matters as lie within the scope of its professional responsibilities pursuant to the Appointment it has exercised and will continue to exercise the reasonable skill, care and diligence as may be expected of a prudent, experienced, properly qualified and competent consultant of the Relevant Discipline with experience of carrying out services similar to the Services in connection with a project comparable in size, scope, nature, complexity, value and purpose to the Project;
- (b) it has observed and performed and will continue to observe and perform all the terms and obligations on its part to be observed and performed under the Appointment; and

- (c) it has complied and shall comply with the Construction (Design and Management) Regulations 2015 with respect to the Project.
- 2.2 [The Consultant warrants to the Beneficiary that it has used and shall continue to use the standard of reasonable skill and care specified in clause 2.1(a) to not specify for use in the Project:
- (a) any materials generally known at the time of specification to be deleterious to the health or safety of any persons or to the integrity, structure and performance of buildings in the particular circumstances in which they are specified for use and/or which by their nature or application contravene any British Standards or Code of Practice or European Union equivalent current at the date of specification; or
- (b) materials or substances identified or referred to, at the time of specification, in the edition of the guide published by the British Council for Offices and entitled "Good practice in the selection of construction materials" current at the date of specification otherwise than in accordance with the points of caution and good practice notes set out in such guide.^{5]}
- 2.3 The Consultant acknowledges that the Beneficiary has relied and will continue to rely upon the Consultant exercising reasonable skill and judgement in respect of all such matters as lie within the scope of the Consultant's professional responsibilities pursuant to the Appointment and that the Consultant owes a duty of care in respect of such matters to the Beneficiary.

3. Step in rights⁶

3.1 Termination of the Appointment

- (a) The Consultant warrants and undertakes to the Beneficiary that it will not exercise or seek to exercise any right of determination of the Appointment or to suspend the performance of any of its obligations in relation to the Appointment by reason of breach on the part of the Employer without giving to the Beneficiary not less than 28 days' notice of its intention to do so and specifying the grounds for the proposed termination or suspension including details of any outstanding amounts due and payable under the Appointment.
- (b) The right of the Consultant to determine the Appointment or to suspend performance of its obligations shall cease within the period of 28 days referred to in clause 3.1(a) if the Beneficiary shall give notice to the Consultant which complies with clause 3.3(a) and which requires the Consultant to accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the Project upon the terms and conditions of the Appointment.
- (c) Any period stipulated in the Appointment for the exercise by the Consultant of a right of determination or suspension shall be extended as may be necessary to take account of the period of notice required under clause 3.1(a).
- (d) Compliance by the Consultant with the provisions of clause 3.1(a) shall not be treated as a waiver of any breach on the part of the Employer giving rise to the right of determination or suspension nor otherwise prevent the Consultant from exercising such rights after the expiration of the notice unless the right of determination or suspension shall have ceased under the provisions of clause 3.1(b).

3.2 Termination of the Third Party Agreement

⁵Delete where the Consultant has no responsibility for design or specification of materials

⁶Clause 3 to be incorporated only where giving a warranty to the Employer following novation, or at the request of the Employer to a fund, purchaser, other beneficiary.

- (a) If the Beneficiary gives written notice which complies with clause 3.3(a) to the Consultant stating that the Third Party Agreement has terminated or that it is otherwise entitled under the terms of the Third Party Agreement to exercise its rights to step in to the Appointment the Consultant agrees that it will accept the instructions of the Beneficiary or its appointee to the exclusion of the Employer in respect of the carrying out and completion of the Services upon the terms and conditions of the Appointment.
- (b) The Consultant shall be entitled to rely on a notice given to the Consultant by the Beneficiary stating that circumstances have occurred permitting the Beneficiary to give notice under clause 3.2(a).

3.3 Performance of the Employer's Obligations

- (a) Any notice given by the Beneficiary pursuant to clauses 3.1(b) or 3.2(a) must state that:
 - (i) the Consultant is required to continue its obligations under the Appointment in relation to the Project;
 - (ii) the Beneficiary or its appointee is assuming all the obligations of the Employer under the Appointment; and
 - (iii) the Beneficiary or its appointee undertakes to the Consultant to discharge all payments which may subsequently become due to the Consultant under the terms of the Appointment;

and the Beneficiary or its appointee shall pay to the Consultant any sums which have become due and payable to it under the Appointment but were then unpaid.

- (b) If the Beneficiary (or its appointee) serves notice on the Consultant under clause 3.1(b) or 3.2(a), then, from the date of service of the notice, the Appointment shall continue in full force and effect, as if it had been entered into between the Consultant and the Beneficiary (to the exclusion of the Employer) and for the avoidance of doubt the Consultant shall continue to perform its duties under the Appointment.

- 3.4 If any notice given by the Beneficiary under clause 3.1(b) or 3.2(a) requires the Consultant to accept the instructions of the Beneficiary's appointee, the Beneficiary shall be liable to the Consultant as guarantor for the payment of all sums from time to time due to the Consultant from the Beneficiary's appointee.

3.5 The Employer

The Employer shall not take any steps which would prevent or hinder the Beneficiary from exercising its rights under this clause 3.

3.6 Priority of step in

Where the Consultant has given rights similar to those contained in this clause 3 or their equivalent to any other third parties, then if more than one such party serves notice under clause 3 or its equivalent the deemed order of priority shall be as follows:

- (a) [BDW Trading Limited]⁷;
- (b) any funder of the Project;
- (c) any other third party.

4. Copyright and licence to use documents

⁷Include only where the appointment is novated from BDW to a third party

- 4.1 The copyright in all Documents (whether in existence or to be made) and all amendments and additions to them and any works, designs or inventions prepared by (or on behalf of) the Consultant incorporated or referred to in them shall remain vested in the Consultant but the Consultant hereby grants to the Beneficiary an irrevocable, non-terminable, royalty-free, non-exclusive, worldwide licence (or as the case may be, sub-licence) to use, reproduce, modify and adapt the same for all purposes relating to the Project and/or the Site including (without limitation) the Permitted Uses, such licence carrying the right to grant sub-licences (or as the case may be, sub-sub licences) and to be transferable without the prior consent of the Consultant. The parties agree that such licence shall survive any termination of the Consultant's engagement under the Appointment however caused. The Consultant agrees on request at any time to give the Beneficiary or any persons authorised by the Beneficiary access to the material referred to in clause 4.1 and, at the Beneficiary's expense, to provide copies of it.
- 4.2 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions required in connection with the Appointment shall be paid by the Consultant.
- 4.3 The Consultant shall indemnify the Beneficiary from and against all claims, proceedings, damages, costs and expenses suffered or incurred by the Beneficiary arising out of or in connection with the Consultant infringing or being alleged or held to infringe any intellectual property rights of third parties in the performance of the Services and/or by reason of the carrying out of the Consultant's obligations under the Appointment in the course of or in connection with the Appointment.
- 4.4 The Consultant hereby waives (and agrees to procure that any sub-consultants do likewise) all moral rights in the Documents and the Project under Chapter IV of the Copyright, Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

5. Indemnity insurance

- 5.1 The Consultant shall effect and maintain professional indemnity insurance cover with a reputable insurance company with a limit of indemnity of not less than the Insured Amount for each and every claim or series of claims arising out of any one event except in relation those matters stated in the Appointment Particulars where the Consultant shall have such insurance on an aggregate basis with a limit of indemnity is of not less than the Aggregate Insured Amount and shall maintain such insurance for a period commencing on the date which the Consultant starts providing Services under the Appointment and for the duration specified in the Appointment Particulars provided that such insurance is available on commercially reasonable rates and terms.
- 5.2 For the purposes of this clause 5 any increased or additional premium or special terms required by insurers by reason of the Consultant's own claims record or other acts or omissions particular to the Consultant shall be deemed to be within commercially reasonable rates and terms.
- 5.3 As and when reasonably required by the Beneficiary the Consultant shall produce for inspection confirmation from its insurance brokers that the insurance referred to in clause 5.1 is being properly maintained in accordance with this Deed.
- 5.4 The Consultant shall comply with all conditions and obligations of such insurance policy and shall immediately inform the Beneficiary if such insurance ceases to be maintained or ceases to be available on commercially reasonable rates and terms. The Beneficiary and the Consultant shall discuss the best means of protecting the Beneficiary's position and the Consultant shall if requested by the Beneficiary take out such insurance with such a limit of indemnity as is available in the market on commercially reasonable rates and terms.
- 5.5 The Consultant shall not knowingly do or omit anything whereby the insurance policy for the time being in force may become void or voidable.

6. Notices

Any notice to a party under this Deed shall be in writing, signed by or on behalf of the party giving it and shall be delivered personally, by pre-paid first class post, prepaid recorded delivery to the address of the party appearing on page 1 of this Deed, or as otherwise notified in writing from time to time. A notice shall be deemed to have been served at the time of delivery, if delivered personally, or 48 hours after posting for an address in the United Kingdom and 5 business days after posting for any other address.

7. Concurrent liabilities

The rights and benefits conferred upon the Beneficiary by this Deed are in addition to any other rights and remedies it may have against the Consultant including, without prejudice to the generality of the foregoing, any remedies in negligence.

8. Assignment by the Beneficiary

8.1 The Beneficiary may at any time assign the benefit of all or any of the rights arising under or out of this Deed without the consent of the Consultant:

- (a) by way of charge or security, and re-assignment on redemption;
- (b) on two occasions to any person to whom assignment is not otherwise permitted in this clause 8.1.

8.2 The Consultant shall not be entitled to contend that any person to whom this Deed is assigned in accordance with this clause 8 is precluded from recovering under this Deed any loss incurred by such an assignee resulting from any breach of this Deed (whenever happening) by reason that such person is an assignee and not the named promisee under this Deed.

9. Limitation

9.1 The Consultant shall have no greater liability towards the Beneficiary under this Deed than it would have had against the Beneficiary under the Appointment if in lieu of this Deed the Beneficiary had been named as joint employer under the Appointment (save in respect of set-off and counterclaim).

9.2 The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Appointment and to raise the equivalent rights in defence of liability (save for any rights of set off or counterclaim) as it would have had against the Beneficiary under the Appointment if in lieu of this Deed the Beneficiary had been named as joint employer under the Appointment.

9.3 No action or proceedings for any breach of this Deed shall be commenced against the Consultant after the expiry of the Limitation Period. For the avoidance of doubt, the Consultant shall not raise a defence pursuant to the Limitation Act 1980 in respect of any action or proceedings commenced under this Deed within the Limitation Period.

10. Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart, when executed, shall be an original of this Deed and all counterparts shall together constitute one instrument.

11. Contracts (Rights of Third Parties) Act 1999

Unless expressly provided in this Deed, no express term of this Deed nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12. Governing law and jurisdiction

- 12.1 This Deed and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.
- 12.2 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Deed, its subject matter or formation.

In witness this Deed has been executed on the date appearing at the head of page 1.

Executed as a deed)
by [full name of company])
Limited acting by)
[name],)
a director)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

Executed as a deed)
by [full name of company])
Limited acting by)
[name],)
a director)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

Executed as a deed)
by [full name of company])
Limited acting by)
[name],)
a director)
in the presence of:)

Director

Signature of witness:

Name:

Address:

Occupation:

SIGNED by [])
for and on behalf of the Seller:)

SIGNED by [])
for and on behalf of the Buyer:)

