

Public Document Pack

Witney Town Council

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4 March 2020

To: Members of the Halls & Green Spaces - V Gwatkin, L Duncan, T Ashby, R Bolger, D Butterfield, O Collins, D Enright, M Jones and J King (and all other Town Councillors for information)

You are hereby summonsed to a Meeting of the **Halls & Green Spaces** Committee to be held in the Gallery Room, The Corn Exchange, Witney on **Monday, 9th March, 2020 at 6.00 pm** for the transaction of the business stated below.

RECORDING OF MEETINGS

Under the Openness of Local Government Bodies Regulations 2014 the council's public meetings may be recorded, which includes filming, audio-recording as well as photography. As a matter of courtesy, if you intend to record any part of the proceedings please let the Town Clerk or Democratic Services Officer know before the start of the meeting.

AGENDA

All Council Meetings are open to the public and press, unless otherwise stated.

1. **Apologies for Absence**

To consider apologies and reasons for absence.

Committee Members who are unable to attend the meeting should notify the Democratic Services Officer (nicky.cayley@witney-tc.gov.uk) **prior to the meeting**, stating the reasons for absence.

Standing Order 30 (a)(v) permits the appointment of substitute Councillors to a Committee whose role is to replace ordinary Councillors at a meeting of a Committee if ordinary Councillors of the Committee have confirmed to the Proper Officer **before** the meeting that they are unable to attend.

2. **Declarations of Interest**

Members are reminded to declare any disclosable pecuniary interests in any of the items under consideration at this meeting in accordance with the Town Council's code of conduct.

3. **Public Participation**

The meeting will adjourn for this item.

Members of the public may speak for a maximum of **five minutes** each during the period of public participation, in line with Standing Order 42. Matters raised shall relate to the following items on the agenda.

4. **Minutes** (Pages 3 - 8)
 - a) To adopt and sign as a correct record the minutes of the meeting held on 13 January 2019.
 - b) Matters arising from the minutes not covered elsewhere on the agenda (Questions on the progress of any item).
5. **Operational Report - Progress on Improvements and Repairs since last meeting** (Pages 9 - 12)

To receive and consider the report of the Operations and Estates Officer.
6. **Public Halls** (Pages 13 - 16)

To receive and consider the report of the Venue Manager.
7. **Cemeteries and Closed Churchyards** (Pages 17 - 36)

To receive and consider the report of the Operations and Estates Officer.
8. **Allotment Update** (Pages 37 - 46)

To receive and consider the report of the Operations and Estates Officer.
9. **Sports and Recreation Grounds** (Pages 47 - 58)

To receive and consider the report of the Operations and Estates Officer.



Town Clerk

**HALLS & GREEN SPACES COMMITTEE MEETING OF THE
WITNEY TOWN COUNCIL**

Held on Monday, 13 January 2020

At 6.00 pm in the Gallery Room, The Corn Exchange, Witney

Present:

Councillor V Gwatkin (Chair)

Councillors:	L Duncan	D Butterfield
	J Aitman (In place of D Enright)	O Collins M Jones
	L Ashbourne (In place of R Bolger)	
	T Ashby	
Officers:	Nicky Cayley	Democratic Services Officer
	Adam Clapton	Office Manager
	John Hickman	Operations & Estates Officer
	Tomas Smith	Venue Manager
Others:	2 members of the public.	

H1 **APOLOGIES FOR ABSENCE**

Apologies for their absence were received from Cllrs Bolger, Enright and King.

H2 **DECLARATIONS OF INTEREST**

There were no declarations of interest in matters to be discussed at the meeting.

H3 **PUBLIC PARTICIPATION**

The meeting adjourned in line with Standing Order 42 so that Ms Elaine Bellenger and Ms Anna Gattrell could both address the Committee on the hire of the Corn Exchange.

H4 **PUBLIC HALLS REPORT**

This item was moved up the agenda with the express permission of the Chair, so that the members of the public could listen to the debate.

The Committee received and considered the report of the Venue Manager which had been previously circulated.

RESOLVED:

1. that the report be noted;

2. that the request for six subsidised uses of the Corn Exchange Main Hall for income generating events in 2020 and up to twelve (one each month) in 2021 be delegated to the Venue Manager and Town Clerk/Office Manager – and setting acceptable parameters to work within be agreed;
3. that sundry charges as followed be agreed :-

Additional hours over booking time	£25.00 per hour, up to a maximum of 3 hours.	After 3 hours a full second session charge will be applied
Flip Chart Stand hire	£5.00 per session	Hirers can bring their own paper and pens or can also hire it from the Corn Exchange for a cost
Projector Hire	£10.00 per session	people inadvertently walk off with leads and maybe an additional cost would be in order to focus the mind in this respect
Staging	Negotiable. £25.00 with more than 1 weeks' notice. £50.00 for short notice	a couple of hours work for the caretakers

4. that rather than charging for tea and coffee per cup for smaller groups, Officers investigate an appropriate rate for hire of the kitchen of the Corn Exchange or associated cost for use of equipment;
5. that four hourly booking slots for new hirers at Burwell Hall and the Corn Exchange be agreed;
6. that the hire charge for the Over 30's Disco be increased to the non-charitable charge of £240 per session for a period of one year;
7. that groups must stick to one room or pay for additional ones.

H5 **MINUTES**

The Committee received and considered the minutes of the meeting held on 11th November 2019. There were no matters arising.

H6 **OFFICER'S WORK PROGRAMME**

The Committee received and considered the updated Officers' work programme. A member had a query on the £7, 000 allocated to Park Road Play area, which would be referred to the Town Clerk for clarification.

RESOLVED: that the report be noted.

H7 **OPERATIONAL REPORT - PROGRESS ON REPAIRS AND IMPROVEMENTS SINCE THE LAST MEETING**

The Committee received and considered the report of the Operations and Estates Officer.

In addition, the Operations and Estates Officer advised that the one of the Church pillars had been hit again, by a contractor working on behalf of the Church. Whilst the overall repair would be going through the insurance system, there was an urgent need to make the area safe. A quote had been sought for this and the cost was £1, 360.00. The Committee agreed that this should be accepted and the money should come out of rolling capital.

The Chair asked if there were any other routes available to Parkrun as the existing route was waterlogged and very muddy. The Operations and Estates Officer explained that without running over the football pitches, which was not an option, this was the only route available, and this had been explained to Parkrun at the beginning.

RESOLVED:

1. that the report be noted;
2. that the quotation of £1, 360 plus VAT to make the pillar at St. Mary's Church safe be agreed with the money coming out of rolling capital.

H8 LAKE & COUNTRY PARK - SEWAGE UPDATE

The Committee received and considered the report of the Operations and Estates Officer, along with correspondence from the Environment Agency, and Thames Water. He explained that the Council needed to put up signage and barriers to prevent people from renting the watercourse at the Dyke.

The Chair informed members that the Town Clerk advised that in practical terms there was not much that the Town Council could do and members felt that the District Councillors should escalate this matter and that Officers should find out the name of an appropriate officer at the District Council whom they could discuss the matter with.

It was also requested that a letter be written to the County Council's Public Health Department, expressing the Town Council's concerns about the sewage.

RESOLVED:

1. that the report and correspondence be noted;
2. that the Council writes to the County Council's Public Health Department concerning the situation;
3. that Officers find an appropriate Officer at West Oxfordshire District Council and forward the name to those members who also sat on the District Council (i.e. the dual hatters).

H9 WAR MEMORIAL - NAMES AND ADDITIONAL PLAQUE

The Committee received and considered an update from Cllr Jones and also the report of the Operations and Estates Officer, who had been tasked to find a way to extend the war memorial's capacity for additional names.

Cllr Jones advised that further to a letter written advising of other local people who had not had their names added to the war memorial, a local historian, Mr Clements, had done research. He found that these people had been born in Witney and moved away, and in some cases were already remembered on other war memorials. Although Lucy Harris was not a resident of the town when she died, members agreed that it was appropriate for her to have her name inscribed as she would be the only woman listed.

As the Committee did not wish to add further names to the war memorial at this time, there was currently no requirement to add extra plaques.

RESOLVED:

1. that the report be noted;
2. that as Mr Clements had seemingly proved that none of the names requested to be added to the war memorial had that requirement (as they were either listed elsewhere or had not lived in Witney for a number of years), there was no need to add an additional plaque on the war memorial.

H10 ALLOTMENT UPDATE

The Committee received and considered the report of the Operations and Estates Officer, concerning both the conditions of the existing lease with the Allotment Association and the new site at West Witney.

Members wanted to work with the Allotment Association which was made up of volunteers, and it was agreed not to continue with dialogue about the lost sheds. However, the Committee recognised that this was a significant loss of asset to the Council at a cost of £12, 141.00. It was agreed to take this amount out of the allotment earmarked reserve so that it could be spent elsewhere if that were possible.

RESOLVED:

1. that the report be noted;
2. that the Council takes no further action regarding the breach of the terms of the lease regarding the sheds, but instead removes the value of these assets - £12, 141.00 – from the earmarked allotments fund to be redistributed elsewhere in the budget;
3. that if allotment tenants wish to erect a shed on their plots, they should be of a size and type specified by the Town Council and that if they were not, the Council would remove them;
4. that the Committee notes the associated works and cost regarding the new West Witney allotments, and that the cost can be met from the allotment earmarked reserve.

H11 CORN EXCHANGE WORKING PARTY

The Committee received and considered the minutes of the Corn Exchange Working Party held on 6 January 2020.

RESOLVED: that the minutes of the Working Party be noted and the recommendations therein be approved.

H12 **BOWLS GREEN - REQUEST FOR DISABLED RAMPS**

The Committee received and considered the report of the Operations and Estates Officer, as the Bowls Clubs had requested ramps to make the greens DDA compliant.

RESOLVED:

1. that the report be noted;
2. that provision of disabled ramps at both West Witney and The Leys bowls greens be agreed at a cost of £1, 300.00 at The Leys from budget line 4046/202 and £750.00 at West Witney from budget line 4046/203.

H13 **LEYS RECREATION GROUND - FOOTBALL PITCH ONE RENOVATION WORKS**

Members received and considered the report of the Operations and Estates Officer concerning issues surrounding the use of The Leys, pitch 1 for both football and events.

RESOLVED:

1. that the report be noted;
2. that the pitch one side of The Leys recreation ground becomes an events field;
3. that the cricket and junior football side of The Leys becomes a sport only area, with the only exceptions being the current Witney Carnival and caravan and vehicle parking for Witney Feast – no other events to be permitted;
4. that no events would be allowed on Witney Town Council's other sporting facilities;
5. that the Town Council consults with West Oxfordshire District Council and Wood Green School regarding the Town Council taking responsibility for Wood Green's field and the unhindered provision of the school changing rooms, and parking on Saturdays, Sundays and weekday evenings for sports teams;
6. that the Council writes to the District and County Councils requesting them not to put sports fields and changing rooms for community use in schools in future as it causes difficulties securing access;
7. that the Council writes to the County Council requesting separate changing rooms from the school if the pavilion should not be built;
8. that Officers investigate the possibility of portacabin changing rooms.

H14 **WITNEY 5K HEALTH ROUTE**

Members received and considered information on installing a 5k Health Route in Witney, as referred from the Policy Governance and Finance Committee (minute F478(f)) on 25 November 2019.

Whilst members applauded the initiative, there were practical concerns about maintenance of routes as well as the substantive cost. It was felt that this would be a very low priority project and that there may be digital ways in which something similar could work.

RESOLVED: that the Town Council does not proceed with the introduction of a 5k Health Route, but explores other options to come back in the future.

The meeting closed at: 8.02 pm

Chair

HALLS AND GREEN SPACES COMMITTEE

Date: Monday 9th March 2020
Title: Progress on improvements & repairs since last meeting
Contact Officer: Operations and Estates Officer – John Hickman

BACKGROUND

The purpose of this report is to update members on the progress of improvements and repairs undertaken by the Council's own direct workforce and Sub-contractors since the last meeting since the last meeting.

Halls

The Works team has carried out the redecoration, small repair works and assisted in the removal of Christmas Decorations within the Corn Exchange

Cotswold Security has carried out the Bi Annual Fire, Intruder, Emergency Lighting tests and Maintenance. They also installed a second HDD drive in the Corn Exchange CCTV system to ensure should a hard drive fail the second hard drive will continue recording and to increase storage of recordings from 10 days to 21 days before being recorded over.

Cotswold security have also ensured the Venue Manager and Halls booking administrator Lap tops are able to view live images of the CCTV system however they cannot view recorded images, this is only available via the Main recorder and can only be accessed by the Operations and Estates Officer.

Tec-Lec have been commissioned to carry out Emergency Light repairs within Burwell Hall, Corn Exchange and Town Hall.

Play Areas

Proludic have installed the new play equipment at the Leys Play Area and Burwell Play Area, however there is a delay with the installs at Moorland Road, Fieldmere Close and King Georges due to issues acquiring the Play Bark that has been ordered.

The works team has taken delivery of 90cubic meters of play bark that has been all been used on the Leys and Burwell play equipment to bring the safer surface levels up to the correct levels. Another 90cubic meters will need to be ordered in order to bring the levels up at both Fieldmere and Oxlease to the correct levels. The Operations and Estates Officer will order the Play Bark as soon as relevant funds are available.

The works team has carried out re-turfing works to the Leys Play Area and Splash Park, they have also relayed a lot of the grass matting that had become extremely uneven under some equipment.

The Works team has still to remove the grass matting and replace with bunding and play bark at the leys Recreation Ground as agreed by the previous council.

The works team have power washed the safer surfaces at Quarry Road as these were becoming covered in algae making them slippery and a H&S hazard.

Preparations for Summer Sports

The Works team at the time of writing this report are carrying out preparations for summer sports at both bowls' greens West Witney and the Leys.

Footpath Works

Both the new footpath at the Leys to Buttercross works and the resurfacing works at West Witney Bowls Green have now been completed.

Lake and Country Park

The works team have carried out footpath repair works at the Lake and Country Park, they have also prepared some old benches removed from other council areas during refurbishment works etc. These will be installed in areas around the Lake and Country Park in the near future replacing some of the old rotting log and plank seats and also locating in some new areas as additional seating provision.

There are also two old aluminium picnic benches that will be installed on the far side of the lake where groups often congregate and sit and picnic etc. during the summer.

The Operations and Estates Officer has ordered this year's budgets recycling litter bins it is intended to replace the existing old and damaged litter bins around the lake and country park with these. Should more bins be required than are available more can be ordered from next financial year's budget line.

The Works team will need to assess the river and lake banksides in the coming weeks once the flood waters have receded in order to see if any remedial works are required.

Emma's Dyke

The Operations and Estates Officer has looked at the required amount of fencing in order to prevent easy/accidental access into Emma's Dyke and will require to order approx. 250lm of post wire and rail fencing for this purpose and 2 warning signs. There is currently only £465 left of the £2,700 annual budget in the Country Park Equipment budget line 206/4042 that is used currently for maintenance works at the Lake and Country Park. This will be rolled over into next years budget to assist with the purchase of these materials.

Cemeteries

The Footpaths within Tower Hill Cemetery middle section have been power washed by the works team to remove the algae.

ENVIRONMENTAL IMPACT

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

RISK

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

FINANCIAL IMPLICATIONS

The remaining budget in 206/4042 be rolled over into the 2020/21 budget towards costs for fencing materials regarding Emma's Dyke.

RECOMMENDATIONS

Member are invited to note the report and agree that the remaining budget of £465 in 206/4042 be rolled over into the 2020/21 budget towards costs for fencing materials regarding Emma's Dyke at the Lake and Country Park.

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Halls & Green Spaces Committee

Date: 9th March 2020

Title: Public Halls Report

Contact Officer: Venue Manager (Tomas Smith)

Background

The purpose of this report is to provide members with an update on the operational management of the Corn Exchange and Burwell Hall since the last meeting.

Current Position

It has been a busy time in the Public Halls team, balancing the day-to-day needs of hirers while arranging several income-generating events and planning for the refurbishment of the Corn Exchange. The latter will be considered in reports to the Corn Exchange Working Party.

Bookings & Hirers

Over the past few months we have welcomed new groups into the halls including:

- The Filling Station church group (Main Hall Corn Exchange) once a month on an ongoing booking
- Monkey Music (Burwell) once a week on an ongoing booking
- Ab Dabs (Main Hall Corn Exchange)
- NHS Complex Needs, although not a new booking, the group has moved from the Gallery Room to the Main Hall in the Corn Exchange, this not only allows them more space and flexibility as they can now use the green rooms at the rear of the hall, it also brings more revenue as they were paying £640 per month, it has now raised to £1000.00.

The room hire boundaries set at the last halls and green spaces council meeting have been implemented. This allows for a fairer and uniform booking for all groups hiring the Corn Exchange and allows us to have a professional and fair approach when attracting new hirers. There has been some conversation about why these changes have been implemented, but all the groups are adhering to the new guidelines.

It has been of equal importance to revisit the existing groups as well as looking to attract new hirers and just try to find out what their exact needs are as this also ensures we are making the most from any booking that we have. I believe that this personal touch will really cement the relationship we have with our hirers and hopefully means we retain all groups.

As agreed in the last council meeting, we are going to implement charges for flip chart hire, projector hire, a stage alteration charge and an additional hours' charge from 1st April. These charges are being implemented in order to minimise the expenditure on providing these items. We are in the process of issuing the new price charge letter to all hirers which covers all these points. It's worth noting that all new groups have accepted the new charges with no complaint or issue.

Weddings

We have two new weddings booked in the Corn Exchange, the first one is in May and the second one is on New Year's Eve 2020.

Licencing

I am now the DPS (Designated Premises Supervisor) at the Corn Exchange, this means that the Council can now sell alcohol at the Corn Exchange (with my consent) without the need to apply for a TEN (Temporary Event Notice). This will work well for the hall as we can now sell alcohol at our own events without need for extra paperwork. It will also mean that we can control the groups using the hall and monitor the behaviour of parties and gatherings. If there is a problem, I will simply not allow the alcohol to be served.

Staffing

The Corn Exchange and Burwell Hall have continued to run smoothly with no disruptions to groups hiring the halls due to new staff being trained. The new caretakers are all settling in smoothly and are already proving to be an asset to the council. All three of these new employees are trained and are providing the kind of flexible working patterns we so desperately need in order to deliver the best possible service to the different groups using the halls. The total hours per week spent on caretakers is now approximately 58, coming down on the 70/75 we were using. This still leaves a deficit of 17/20 hours which could potentially be used in the future when looking at staffing the cafe and bar.

Improvements in the Corn Exchange

- In the main hall we have repainted the stage and reattached the skirt curtains to smarten the look of the stage, I feel it looks much smarter and attractive to potential hirers.
- The purchase of a new carpet cleaner has enabled the cleaning of the floor in the Gallery Room, landing and on the staircase.
- We have been polishing the brass stair strips which has made a world of difference to the look as you ascend to the gallery room.
- We have put up curtains in the two green rooms at the back of the main hall. This allows for privacy for groups as well as making the rooms look more welcoming.
- We have a new push board in the lobby to help direct visitors to correct room.
- Thanks to Terry Powell for providing old pictures of past productions at the Corn Exchange, I have been wanting to showcase some of the history in order to bring the venue back to life. As such I have displayed the photos in the lobby and have put some (with permission) on Witney Memories FB group. People have been coming in to have a look and it's proving a great talking point.

Improvements in Burwell Hall

- We have cleared and sorted all the storage cupboards at the rear of the main hall. This has allowed us to offer new groups some storage
- We have installed a new sound desk in the hall as the previous one had burnt out. This is the same model and doesn't impact any existing hirer
- The new hot water boiler in the kitchen has proved very popular with thanks received from the MS Society, Arts Society and Probus Club.

Environmental Impact

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

Risk

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

Financial Implications

- None pertaining to this report.

Recommendations

- That the Council notes the report.

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HALLS AND GREEN SPACES COMMITTEE

Date: Monday 9th March 2020
Title: Cemeteries and Closed Churchyards Update
Contact Officer: Operations and Estates Officer – John Hickman

BACKGROUND

The purpose of this report is to update members on the current position within the cemeteries and closed church yards.

Tower Hill Cemetery

The family ashes section is almost full there are currently only 20 plots remaining. There are also 26 graves on section 8 that are not able to be dug due to the level of rock - these could also be used as family ashes graves.

The area below section 9 that was intended for burial, but again the rock levels are too high to be able to dig graves - this area could also be used as family ashes plots and would be known as section 3.

Currently the area that would be section 3 is used by the works team to store grave digging equipment and topsoil for topping graves up. The Operations and Estates Officer would ask that this area is now cleared over the coming months with alternative storage being found for the equipment and topsoil, and the area then prepared and allowed to establish in preparation for future use as a family ashes area.

Windrush Cemetery Wildflower Meadow Burial Area

Council has resolved previously on 11th November 19 minute no H445 b)

.... that the meadow burial area of the Windrush Cemetery be cultivated with yellow rattle and that the possibility of using seed bombs on individual graves is explored. Officers should make contact with Earthwatch to see if they could help in this respect.

There is a lot of work involved in removing approx. 50% of the grass from this area in preparation for the sowing of the yellow rattle seed. The Operations and Estates Officer has discussed the required preparation prior to seeding works with the Council's grounds contractors. The area is due for its bi-annual cut and collect at the end of March early April. During this process Continental Landscapes has agreed to reduce the height of cut in the area to be seeded as low as possible and remove approx. 50% off the grass cover with their equipment at the same time as carrying out the bi-annual grass cut. Continental Landscapes will make no additional charge for carrying this work out or disposing of the associated removed materials.

Enough yellow rattle seed will need to be purchased to cover this area approx. 200sqm in order to carry these works out. The cost for 1kg yellow rattle seed previously was £174 plus VAT, there is currently very little grounds maintenance budget 302/4037 remaining for this year with a budget of only £100 annually the Operations and Estates Officer asks that council agree to purchase the yellow rattle seed by agreeing a supplementary estimate (to be funded from the general reserve) in order to proceed with the works this spring.

As this is an existing burial area the operations and Estates Officer will request the Cemeteries Administrator contact grave owners to inform them of the intended works.

Signage will also be displayed on the notice board and the immediate area explaining the process being carried out and the intended outcome.

The Witney Land Army will also be contacted to see if they are able to assist with any remaining preparations of the area and to carry out the seeding process once the main preparation works are complete.

Windrush Cemetery New Burial Section.

The Operations and Estates Officer will be marking out the next two burial sections in the near future. There is no further space available after these two sections for future sections without affecting the possible future infrastructure. Therefore, the Operations and Estates Officer would advise councillors of the urgent need to develop a plan for future roads/services burial sections for this cemetery. Given the potential development in the area of Cogges and access/accessibility issues Officers suggest that professional advice is sort on the best layout for the future of the Cemetery – this was always the intention because of the impact the previous Cogges Link road development would have on the site.

St Mary's Churchyard Damaged Wall Pillars/Arch Current Position

Council are aware of the damages caused to St Mary's church entrance pillars/arch and also the wall by vehicles recently.

The wall area damaged by the drunk driver in a car is being dealt with by the police a quote for repair has been gained from OG Stonemasons for £3650 + VAT and £95 per sqm any additional stone rubble + £395 per LM + £261 + VAT for a faculty. This could become more expensive if the Diocese request changes in how the work is to be carried out or the specification.

The driver has been charged and the police have been requested to try to claim £4,000 from the driver for repairs.

The damage to the Arch and the Pillars, the Arch has been removed for Health and Safety reasons and also to aid access to the church for funeral processions.

The cost of the arch removal was £1,360 + VAT council has also had to pay an interim faculty fee of £261 + VAT

OG Stonemasons have provided a quote to carry out the re-instatement works of £3,260 + VAT + £200 for new stone if required and £200 for county council licenses if required. A full Faculty would also be required for these works of £261 + VAT as well. This quote does not include charge for fencing as required or tower scaffold WTC will provide both of these items.

The Insurance company have been told we have a reserve of £6,000 for these works.

Council will probably need to pay for both of these works and then try to claim the sums back from the respective insurance and compensation. Councils estimated sum that will be required for both these works is £9,000 – at the time of writing this report it does appear that this will be covered by the third-party insurances – however if they do dispute then the Council will have to fund the works accordingly.

St Mary's Church Yard Boundary Wall Current Position

The Survey of the wall was carried out just before Christmas. The Operations and Estates Officer has been in touch with the surveyor and they have stated that the report is in 3 sections one for each side wall and is currently being written up, if received prior to this meeting the Operations and Estates Officer will have copies available for councillors to view.

T583 Cedar of Lebanon St Mary's Churchyard

Members will recall from previous reports that the company commissioned to carry out the bat survey last year did not fulfil the order and therefore the Operations and Estates Officer has re-commissioned the survey which is to be carried out by Lockhart Garrot in May. The results of the survey will determine what action can be taken next regarding this tree.

The tree suffers from un-expected branch failures it has been fully inspected and reports provided previously. It had initially been the intention that the tree would be monolithed

however following conversation with the WODC Tree Conservation Officer he recommended WTC should cut the tree down and plant a replacement of the same type, because of the ongoing costs associated with maintaining what would be left if it was a monolith.

A quote to cut the tree down to 2m from ground was gained for approx. however this was some time ago so would no longer be valid and would need to be requested.

Once the results of the Bat survey are provided the Operations and Estates Officer will bring these to council with recommendations as to how WTC should proceed regards this tree going forward.

An additional budget amount of £8,000 was originally set the Operations and Estates Officer requests this remain in place, to fund works once final decisions as to how the tree will be dealt with are made.

A faculty will also be required for any works to be carried out on this tree cost currently for a faculty is £261 + VAT

Memorial Stability Testing St Mary's and Holy Trinity Churchyards

The Cemeteries Officer is in the process of applying for a faculty for these works.

ENVIRONMENTAL IMPACT

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

RISK

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

FINANCIAL IMPLICATIONS

It is hoped that the associated costs to repair the pillars/steel arch and wall to the front of St Mary's church yard will be covered by the third-party insurance but Council should be mindful of the possibility of not being able to recover the full £9,000 and this would have to be met from reserves.

The associated cost of 1kg yellow rattle seed £180 via a supplementary estimate from the general reserve.

RECOMMENDATIONS

Members are invited to note the report and consider the following:

- The preparation of Tower Hill section 3 for family ashes as detailed in the report.
- The purchase of 1kg yellow rattle seed for £180 in Windrush Cemetery.
- That Officers seek professional advice on the development of a plan for the future infrastructure and burials within Windrush Cemetery.
- Provision of a £9,000 in order for WTC to carry out the required repairs to St Marys churchyard pillars/arch and boundary wall from recent vehicular damage.

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Mr John Hickman
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By Email: john.hickman@witney-tc.gov.uk

12th February 2020

Dear John

ST MARY'S CHURCH, WITNEY / TREE INSPCETION & NOCTURNAL SURVEYS

Based on the information provided by Nick Bolton regarding a mature cedar tree within the church grounds, I would recommend that a ground based inspection is undertaken. This inspection will determine the suitability of the tree for roosting bats. A photographic record produced by Lockhart Garratt in November 2018 suggests that the cedar may be of Moderate Suitability and therefore requires two nocturnal emergence/re-entry surveys to confirm presence / likely absence of bats. An inspection will confirm the suitability and level of further survey effort required.

I recommend the following tasks:

1. Ground Based Investigation
2. Emergence / Re-entry Bat Surveys
3. Reporting

Task 1: Ground Based Inspection

A detailed inspection from ground level will be undertaken to ascertain signs and the actual presence of roosting bats. As part of the inspection any evidence of bats (e.g. scratch marks, staining or droppings) will be searched for using high powered binoculars and torches. Any external features accessible from a 4m ladder will also be closely inspected using hand torches and inspection mirrors as required.

Task 2: Emergence / Re-entry Surveys

A single mature cedar has been identified as containing features suitable for roosting bats. The tree is assumed to be of Moderate Suitability based on photographic evidence and therefore, two nocturnal surveys are required, which would be carried out by two surveyors stationed around the tree to ensure full coverage.

Surveys would be conducted as per the Bat Conservation Trust's best practice guidance (BCT, 2016) and may be completed between **May and September** (optimal period between May and August). Dusk surveys commence 15 minutes prior to sunset and conclude 90 to 120 minutes after sunset. Dawn re-entry surveys would commence 90 to 120 minutes before sunrise, and conclude 15 minutes after sunrise. Surveys must be undertaken in suitable weather conditions and spaced apart by a minimum of two weeks.

If bats are found to be roosting within the tree, an application may need to be made to Natural England for a European Protected Species Derogation Licence should it be necessary to carry out any activity which may disturb or harm bats. **The fee for this is outside the scope of this proposal.**

Task 3: Reporting

All data from the nocturnal surveys will be analysed using specialist bat call analysis software (AnalogW and Batsound). The results of all surveys, including an evaluation of the impacts of the proposals on bats and recommendations will be presented within a single report with accompanying maps where required.

Timing

If appointed we would commence with arrangements to book in the surveys from May to August. It is anticipated that two surveys will be required based on the tree being of moderate suitability. The report is likely to be available within 10 working days of the final assessment being completed.

Requirements

To complete the instruction the following site specific requirements would need to be satisfied:

- All access to be arranged by the client;
- Appropriate scale (e.g. 1:1250, 1:500) site plans (.dwg or similar CAD), topographical survey plans, to be supplied by the client (to include existing site, proposed site layout, redline application area, proposed landscaping, etc);
- All health and safety issues associated with the site provided (e.g. asbestos register); and
- If any works covered by the Work at Height Regulations 2005 are involved (e.g. tile removal, working from scaffold, please note that it is the client's responsibility to ensure that this is undertaken in a safe and legal manner, with appropriate risk assessments and safe methods of work supplied to us in advance.
- Any previous survey data or relevant supporting information for the application area to be supplied by the client.
- A signed copy of the Client information form (below) and a Purchase Order (if required).

PROFESSIONAL FEES

Task	Description	LGL Fee Inc. Expenses excl. VAT
1	Ground Based Inspection	£1,990
2	Emergence / Re-entry Surveys	
3	Reporting	

Please note that our terms are strictly 30 days from the date of invoice.

Supplementary Work

Any follow-up work, such as protected species surveys or further meetings (e.g. project, induction) and responding to queries arising from the above proposal would be outside the scope of the above fee and would be charged in addition. Any proposal to charge additional costs would be agreed with you in advance.

Invoicing

We will invoice for this work at the end of each month that work is undertaken on this project.

Expenses as applicable are included within the total fee outlined above. Such expenses will be charged in line with our Terms and Conditions of Business and current fee tariff.

VAT

Please note that VAT is not included. Invoices will show VAT charged at the current rate as a separate item.

NEXT STEPS

The **Key Information** sheet below sets out clearly your commitments to us to enable us to discharge the agreed tasks as professionally and promptly as possible. It also lays out the proposed project team for your information.

If you wish to instruct us, please confirm your acceptance of the above proposals and associated fees in writing, together with your invoicing details and any other relevant information.

Please note that, by confirming your acceptance, you are also agreeing to our Terms & Conditions of Business (as supplied below).

Alternatively, you can email your acceptance to sophie.amphlett@lgluk.com

Please do not hesitate to call me on 01608 656179 or 07539 120296 should you have any queries on the above or require any further information.

Kind regards,



Sophie Amphlett BSc (Hons) MSc, ACIEEM
Ecological Consultant

CLIENT INFORMATION SHEET

Please complete and return this page to Lockhart Garratt Ltd

Invoice Addressee Name:	Invoice Address:	Recipient:
Purchase Order No (if applicable):		
Recipient Contact No:		
Recipient Email Address:		

Accounts Contact (person who we would contact in relation to invoice payment if different from above)			
Name:			
Tel No:		Mob No:	
Email:			
Additional Notes:			

Known Site Hazards	Yes	No	Unknown
Waterbodies			
Regular public access			
Livestock			
Steep ground			
Known anti-social behavior			
Mineshafts			
Other hazards/further information:			

I accept the fee proposal and associated information and agree to Lockhart Garratt Ltd's Terms & Conditions of Business (attached):

Task No:	Yes:	No:
ALL TASKS		
If 'No', please specify the Task numbers you wish to accept:		
Signed:	Name:	
On behalf of:	Date:	

KEY INFORMATION

PROJECT TEAM	
The project team would be:	
Project Director:	Justin Mumford BSc (Hons), MSc, FICFor, CEnv
Project Team:	Jo Alderton BSc (Hons), BA (Hons), PG Dip Law, ACIEEM Sophie Amphlett BSc (Hons), MSc, ACIEEM Elliot Williams BSc (Hons)
Project Administrator:	Marie Allcoat
The experience and skills of the above team are well-established with full curriculum vitae available on request.	
TERMS APPLYING TO FEE PROPOSAL	
1.	This fee proposal covers the preparation and submission of the given approach only and is valid for 60 days, after which it is subject to review.
2.	All work undertaken by Lockhart Garratt Ltd is covered by professional indemnity to the value of £5 million per claim.
YOUR COMMITMENT TO LOCKHART GARRATT LTD	
To enable us to perform our services to you in a professional and timely manner, you undertake to carry out the following:	
1.	You will take all reasonable steps to allow us or our appointed sub-consultants access to your property or documentation under your control as required.
2.	You will supply us with all relevant and new information as quickly and accurately as possible.
3.	You will respond to our queries as promptly as possible.
4.	To settle our professional accounts within 30 days of date of receipt.
FOLLOW-ON INSTRUCTIONS	
1.	Once the work covered by this fee proposal has been completed, any follow-on instructions will be discussed and agreed with you in advance via an exchange of emails or letters.
2.	Any follow-on instructions will be charged for on a time-spent basis unless agreed otherwise and will remain subject to Lockhart Garratt Ltd's terms of business and current fee rate.
INVOICING	
1.	Our terms of payment are strictly 30 days from receipt of invoice.

LOCKHART GARRATT LTD – TERMS OF BUSINESS EFFECTIVE FROM 1ST MAY 2018

1. Introduction

You have appointed us to provide the Services (being the services described in the Work Instruction and all other work performed by us for you) in accordance with these Terms of Business and the work instruction which you have agreed with us (the “**Work Instruction**”). These Terms of Business and the Work Instruction are collectively referred to as the “**Contract**”).

The Work Instruction constitutes an offer by you to purchase the Services from us in accordance with these Terms of Business. The Work Instruction will only be deemed to be accepted when we issue written acceptance of the Work Instruction to you, on which date the Contract will come into existence.

These Terms of Business will apply to all Services provided by us to you (to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing), unless we agree otherwise in writing and should be read in conjunction with the appropriate Work Instruction.

Should the terms of a Work Instruction conflict with these Terms of Business at any time, the terms outlined in the Work Instruction will always take precedence until the Services outlined in that particular Work Instruction have been completed by us.

2. Supply of the Services

We will:

- (a) Supply the Services to you in accordance with the Work Instruction in all material respects;
- (b) Use reasonable endeavors to meet any performance dates specified in the Work Instruction or otherwise given by you or us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services;
- (c) Provide the Services using reasonable care and skill; and
- (d) Unless otherwise agreed in writing, delegate the provision of the Services to the most appropriate professional staff.

We reserve the right, at all times, to change the Services to be supplied to you if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services and will notify you in writing as soon as reasonably practicable of such amendments (including any consequent revisions to our fees).

3. Professional Opinion

The advice which we will give you will be our professional opinion and will be based on the facts and matters known to us at the time that we give you such advice. However, our advice may change based on new information and facts that subsequently emerge, either from you or any other party.

4. Professional Standards and Conduct

We are a member of numerous professional bodies including: the Institute of Chartered Foresters (ICF); Chartered Institute of Ecology and Environmental Management (CIEEM); the Royal Institution of Chartered Surveyors (RICS); the Arboricultural Association (AA); and the Landscape Institute (LI).

Nothing in these Terms of Business shall require us to perform the Services in a manner that would put us in breach of the codes of ethics or conduct of any professional body we belong to from time to time (including, but not limited to those listed above). We reserve the right to cease providing the Services immediately at any time where continuing would (in our reasonable opinion) result in us breaching such codes of ethics or conduct.

5. Your Commitment to Us

To enable us to perform the Services in accordance with these Terms of Business, you undertake to:

<i>Instructions:</i>	Ensure that the terms of the Work Instruction and any information contained in it are complete and accurate and to notify us immediately if this ceases to be the case.
<i>Access:</i>	Give us and/or our employees, agents, consultants or appointed sub-contractors access to your property as reasonably required in order to provide the Services.
<i>Preparation:</i>	Ensure that your premises are prepared sufficiently to enable us to provide the Services, including ensuring that the premises comply with all applicable health and safety laws.
<i>Documentation:</i>	Provide us and/or our employees, agents, consultants or appointed sub-contractors or appointed sub-consultants with such information as we and/or they may reasonably require in order to provide the Services, including (but not limited to) any previous survey data or relevant support information for the work area and supply such information as quickly and accurately as possible.
<i>Materials:</i>	Keep all materials, equipment, documents and other property (“ Materials ”) owned by us at your premises in safe custody at its own risk, maintain our Materials in good condition until returned to us, and not dispose of or use the Materials other than in accordance with our written instructions or authorisation.
<i>Plans:</i>	Supply us with appropriate scale (eg 1:1250, 1:500) site plans (paper and electronic) as required plus all relevant and new mapping information as quickly and accurately as possible.
<i>Permissions</i>	Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
<i>Queries:</i>	Respond to queries from us and/or our employees, agents, consultants or appointed sub-contractors as promptly as possible.
<i>Health & Safety:</i>	At all times comply with all applicable law, including health and safety laws in force, provide such information on all health and safety risk assessments and in particular, inform us of any known hazards as we may request from time to time and co-operate with any risk assessments of your premises we may conduct.

If the performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (“**Customer Default**”) then, without limiting or affecting any other right or remedy available to us:

- (a) We will have the right to immediately suspend the performance of the Services until you (in our reasonable opinion) have remedied the Customer Default;
- (b) We will be entitled to rely on the Customer Default to relieve us from the performance of any of our obligations, in each case to the extent that the Customer Default prevents or delays our performance of any of our obligations under the Contract;
- (c) We will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations where clause 6.2(b) applies; and

(d) You shall, on written demand from us, reimburse us for any costs or losses sustained or incurred by us arising directly or indirectly from the Customer Default, including (but not limited to) all Fees payable in respect of the Services provided to you up to and including the date on which we ceased to provide the Services, reasonable travel expenses incurred by our employees, agents, consultants or sub-contractors.

6. Conflicts of Interest

We will check for any potential conflicts of interest before accepting your instructions, but cannot guarantee that we will be able to identify all situations where there may be a conflict of interest prior to entering into a contract with you.

Should a conflict of interest arise, we will immediately inform you and then establish procedures to safeguard all interests involved. If you know of, or subsequently become aware of a conflict of interest, you must notify us as soon as possible.

7. Charges

The charges for our Services (“Fees”) are exclusive of VAT and will be calculated according to one or more of the methods outlined below:

Time Spent Basis	<p>Unless otherwise agreed, our Fees will be calculated on a time spent basis. The time taken to complete any work for you will be strongly influenced by factors outside our control, including (but not limited to):</p> <ul style="list-style-type: none"> i. changing circumstances following the initial instructions ii. positions taken by parties in negotiations iii. adjustments to instructions which are required as a project or job develops. <p>Our Fees will be calculated according to the time involved, the value and experience of the professional staff undertaking the work and the nature and complexity of the work. Time spent providing the services to you will be recorded and details provided on request. Our current charge-out rates are available on request.</p>
Fixed Fees	<p>Where appropriate we will be happy to quote a fixed fee for a defined body of work. The precise details of the instruction, precise scope of the work to be undertaken and the agreed Fees will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed fixed fee will be confirmed to you in writing.</p>
Flat Fee plus Commission	<p>Where appropriate we may quote a flat fee for a defined body of work with an added commission percentage of income won as a result of such work eg grant income. The precise details of the instruction, scope of the work to be undertaken and the agreed fee and commission will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed fixed fee and commission will be confirmed to you in writing. If deemed more suitable to the project; we may agree percentage uplift only.</p>
Commission Only	<p>Where appropriate we may quote on a commission only basis, which will be an agreed percentage of income won as a result of our work eg grant income. The precise details of the instruction, scope of the work to be undertaken and commission will be confirmed with you in writing. A programme for the work will also be agreed. Any amendments to the agreed commission will be confirmed to you in writing. If deemed more suitable to the project; we may agree percentage uplift only.</p>

In case of unusual complexity or urgency (such as court work) we reserve the right to charge an enhanced rate. Any enhancement in our rate will be agreed in advance with you and will in any event be shown on your account.

Unless expressly stated otherwise by us in writing, our Fees are exclusive of VAT and expenses.

By accepting these Terms of Business you consent to us carrying out a credit check on you or your business. If the credit result raises concerns, we reserve the right to terminate the Contract immediately. We will notify you promptly if this course of action is taken.

8. Charges Review

Charge rates will be reviewed on 1st May each year and may be increased. In addition we reserve the right to make further changes to the charge rates at any time of the year should market conditions dictate or to reflect staff development.

Any substantial changes will be notified to you in writing giving the amount and date such changes are effective.

9. Expenses

We will charge you for the following expenses incurred in providing the Services:

- a) Travelling: charged on a mileage basis;
- b) Subsistence: relating to meetings and site visits;
- c) Miscellaneous items purchased specifically for you: eg photographs and re-prints, maps and plans, printing, colour photocopying, marker pegs and paint, advertising;
- d) Additional reports over and above the agreed number listed in the Work Instruction;
- e) The use of specialist equipment or software; eg Drone; LandCADD;
- f) Any other expenses set out in our Fees/Expenses Tariff from time to time; and
- g) Any other expenses reasonably and properly incurred by us in providing the Services to you in accordance with the Work Instruction.

Unless otherwise agreed by us in writing, the expenses listed above are in addition to our fees and VAT. Our rates for specific expenses are available upon request.

In certain cases we will incur charges on your behalf; examples are statutory fees and fees of other professionals/sub-contractors. We will recharge these to you (including VAT where appropriate) in addition to our Fees.

10. Billing

We shall invoice you for our Fees at regularly intervals not less than monthly, beginning one month after we begin to perform the Services, or if sooner, on the completion of the Services.

You shall pay each invoice submitted to you within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by us.

If you fail to make a payment on time, then, without prejudice to the other remedies available to us under the Contract, you shall pay interest on the overdue sum in accordance with the Late Payment of Commercial Debts Act 1998 from the due date until payment of the overdue sum, whether before or after judgment.

In the event of non-payment of our Fees we also reserve the right to terminate the Contract (and instruct our employees, agents, consultants and/or sub-contractors to stop work) on all matters and retain all documents and any other items in our possession until all your outstanding invoices have been paid in full.

11. Sub-Contractors

We reserve the right to appoint sub-contractors to provide some or all of the Services on our behalf at any time. All such sub-contractors work under our instruction and will report to us in respect of any Services they provide. All sub-contractors will be required to comply at all times with the terms of the Contract and the costs of the Services provided by sub-contractors will be included within our Fees, unless otherwise agreed in writing.

12. Termination

Without affecting any other right or remedy available, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) The other party is in material breach of its obligations under this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 10 business days of receiving written notice requiring it to do so; or
- (b) The other party becomes insolvent.

On termination of the Contract:

- (a) We will immediately stop any work being undertaken for you;
- (b) You shall immediately pay to us all of our outstanding unpaid invoices, expenses and interest; and
- (c) In respect of the Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt.

13. Force Majeure

We will not be liable for any delays in performance caused by circumstances beyond our reasonable control (eg strikes, governmental or regulatory actions, adverse weather and natural disasters) and will be entitled to a time extension for such performance. If such a situation should last in extent of two months, then either party will have the right to terminate the Contract.

14. Limitation in Liability

All work undertaken by us is covered by professional indemnity to the value of £5 million per claim. Our company insurance details are available on request.

Nothing in this Contract limits any liability which cannot legally be limited, including (but not limited to) liability for:

- (a) Death or personal injury caused by negligence;
- (b) Fraud or fraudulent misrepresentation; and
- (c) Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

Except where expressly stated otherwise in these Terms of Business:

- (a) Our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, arising under or in connection with the Contract shall be limited to the extent of any loss, damages, injury, expenses and reasonably and properly incurred costs (including costs) that are directly caused by us or our employees or sub-contractors and shall not, at any time, exceed £5million; and
- (b) We shall not be liable under the Contract for loss of profit, loss of revenue, business interruption, loss of goodwill, loss of business, loss of anticipated saving, or special, indirect or consequential damage suffered by you arising out of or in connection with the Contract, whether or not such losses were foreseeable at the time of entering into the Contract.

If you become aware of such circumstances, you must give us written notice within 30 days of you becoming aware of them.

15. Letters of Reliance

Should you require a signed letter of reliance from us, you must request this in writing. We will only provide letters of reliance to a maximum of two assignees of the Contract and only if the report being passed on is still valid.

16. Copyright and Intellectual Property

The copyright and all other intellectual property rights in all documents (including drawings and plans) produced by us in providing the Services to you will remain ours at all times. You must not copy or reproduce in whole or in part for any purpose any document in which we own the intellectual property rights without our explicit prior written consent.

We do not claim any rights of ownership to any documents belonging to you which may be supplied to us in the course of our delivering the Services to you.

All our documents are prepared in accordance with our internal quality control procedures. Should our documents, drawings or plans be used for purposes other than that for which they have been prepared, we do not accept responsibility or liability for any subsequent consequences.

17. Confidentiality

We shall not at any time disclose to any person any information concerning the Contract and our business relationship with you, and confidential information about the business, affairs, customers, clients or suppliers except as permitted in this Contract in order to carry out our obligations under the Contract or as may be required by law.

No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

By accepting these Terms of Business, you acknowledge and accept that we are required by our professional memberships to pass on all ecological data gathered during survey work and during the term of the project to the relevant local records centre, unless you instruct us otherwise in writing. Local record centres use ecological data to produce information and analysis of their area's habitats and species, and any data passed on will therefore subsequently be in the public domain.

This clause will be automatically overridden by any legal obligation to disclose information to an outside party eg notification of accidents under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, notifiable pests and diseases. However, wherever possible, we will contact you in advance of any formal reporting action.

18. Files & Document Storage

Unless otherwise agreed, we will store all documents relating to the Services for such time as we are required by law or (where no legal restriction applies) for such time as we decide is reasonable, after which time the files will be destroyed. Files or papers may be preserved by any means of image processing at our discretion.

Alternatively, on request we can return the original documents to you, but retain the right to hold copies for such time as we decide is reasonable and for such time as we are required by law to hold such documents. We reserve the right to make a charge to you for returning documents or retrieving documents from archiving on your behalf.

19. Data Protection

Both parties will comply with all applicable requirements of any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation (the “**Data Protection Legislation**”). This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

You will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to us for the duration and purposes of the Contract.

We will, in relation to any Personal Data processed in connection with the performance by us of our obligations under the Contract:

- (a) At all times process any Personal Data obtained by us in performing the Services or otherwise in accordance with the Data Protection Legislation;
- (b) Ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- (c) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- (d) Not transfer any Personal Data outside of the European Economic Area unless your prior written consent for us to do so has been obtained;
- (e) Assist you, at your cost, in responding to any request from a Data Subject (as defined in the Data Protection Legislation) and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) Notify you without undue delay on becoming aware of a Personal Data breach involving your Personal Data;
- (g) At your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required or permitted by the Data Protection Legislation to store the Personal Data; and
- (h) Maintain complete and accurate records and information to demonstrate our compliance with this clause 19.

By entering into the Contract:

- (a) You consent to us appointing sub-contractors as third-party processors of Personal Data under the Contract. We confirm that we have entered or (as the case may be) will enter with the sub-contractors into a written agreement incorporating terms which are substantially similar to those set out in this clause 19. As between you and us, we shall remain fully liable for all acts or omissions of any third-party sub-contractor appointed pursuant to this clause 19;
- (b) You consent to us sharing survey data obtained by ecologists during the course of the Contract in accordance with our obligations as members of the professional bodies at clause 4; and
- (c) You indemnify us for all losses or expenses we incur as a result of any failure by you to comply with the Data Protection Legislation.

20. Complaints

We will aim to ensure that all work undertaken for you will be performed in a professional, efficient, friendly and cost effective manner.

Should you not be satisfied with our level of service, our Complaints Handling Procedure can be made available to you on request.

Complaints should be referred to the project director or managing director responsible for the Contract.

21. Third party rights

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

22. Assignment

We may at any time assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent (at our absolute discretion).

HALLS AND GREEN SPACES COMMITTEE

Date: Monday 9th March 2020
Title: Allotments Update
Contact Officer: Operations and Estates Officer – John Hickman

BACKGROUND

The purpose of this is to update Councillors regarding the current position at the new West Witney Allotments at Windrush Place and the recent meeting between the Witney Allotment Association [WAA], Councillor Gwatkin and Council Officers.

Lakeside Allotment fencing.

These works have now been completed.

Complaint Regarding Large Structure Overshadowing Adjacent Property at Hailey Road

The Operations and Estates Officer an found to be a 6m x 3m polytunnel structures over 2.5m x 2m are not supposed to be constructed without WTC approval. There was also a second structure of the same size and type at Hailey Road both have been constructed recently. Consequently, he has asked the WAA why these structures had been built without WTC approval.

It appears the WAA had not been asking tenants to apply to construct structures on allotments and also tenants were not being made aware of the requirement to gain approval especially regarding structures over 2.5m x 2m

These items were discussed further at a meeting with Councillor Gwatkin and Officers noted below. It has been agreed that all tenants at all sites with structures over 2.5m x 2m will need to apply for retrospective approval.

It should be noted that the tenant at Hailey Road the complaint was raised about has now removed the cover from the polytunnel and has requested permission which has been granted permission by the WAA permission to contract a 2.5m x 2m polytunnel instead. The Operations and Estates Officer has asked if this is being constructed in the same place and

has pointed out to the WAA that this will still overshadow the neighbouring residential property somewhat.

A request for approval for the second oversized Polytunnel at Hailey Road has yet to be received the Operations and Estates Officer has asked what is happening in this case.

It should also be noted that Lakeside allotments have informed the Operations and Estates Officer that they have a number of oversized structures that all tenants are being informed to apply for retrospective approval.

Allotment Association Meeting with Councillor Gwatkin and Council Officers

Items discussed were,

- Lakeside tenants being individually responsible for their sheds.
- A form that tenants must use in future to request permission for the erection of sheds, glass houses or polytunnels with the requirement for approval to be gained from WTC for structures larger than 2.5m x 2m.
- Tenants that have already put up structures over 2.5m x 2m with out WTC consent to apply for retrospective approval from WTC.
- WTC to remove any structures over 2.5m x 2m that fail to get WTC Approval.
- Discussed Criteria that might be used to refused permission to construct a structure.
- Lakeside tenants that allotments abut the roadside/public footpath hedge be responsible for maintain the allotment side of the hedge, WTC would continue to maintain the top of the hedge and the road and footpath side.
- Trees grown on the allotment sites only be of nut bearing or fruiting type.
- Allotment association to state their case to WTC for removal of Silver Birch Trees planted at the Lakeside site outline how they purchase fruit/nut trees in replacement and produce a green plan for the entrance and central allotment area to encourage biodiversity and pollinating insects.
- Allotment association to take forward idea of group composting on all sites but starting initially at one site to see what lessons could be learnt before starting all sites.
- WTC if requested may be able to assist with shredding composting materials when sufficient was available if approached by the Allotment Association. (2 x trained works team members and WTC chipper/shredder as required to clear required compostable material shredding/chipping.
- WAA to carry out further research into suitable group composting systems.
- WAA would ask Council in the light of the usefulness of this meeting to consider calendaring bi-annual meetings in future to maintain the current good communications.

West Witney Allotments Windrush Place Witney

The section 106 specification stated that soil testing should be carried out on the allotment site. It transpires these works have not been done with only the initial site investigation works which indicated there was no contamination at the construction site

The Operations and Estates Officer has taken guidance from ERS Publica Group and has requested that soil sampling is carried out in 6 locations at the allotment site itself with specific contaminants that should be analysed for as suggested by ERS Publica Group. The Builders Project Manager has agreed to carry these soil tests out as long as the samples are acceptable WTC will take the allotments on with a target date of mid-April.

The Town Clerk is confirming if WTC are dealing directly with Persimmons Homes or if WTC are involved due to the Section106.

The Operations and Estates Officer is not able to commission the associated fencing access, parking works until after soil sampling and WTC's agreement to take on the allotments is made.

There will be a lot of other associated works to be carried out prior to the allotments being ready for use once in WTC possession also the allotments would not be able to be handed to the WAA until a new lease agreement is made.

ENVIRONMENTAL IMPACT

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

RISK

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

FINANCIAL IMPLICATIONS

There are no direct financial implications arising from this report.

RECOMMENDATIONS

Member are invited to note the report and consider possible assistance with the shredding of larger composting materials at allotment sites.

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The Town Clerk
Witney Town Council
Market Square,
Witney

7th February 2020

Dear Town Clerk

Further to our meeting this afternoon with Councillor Gwatkin, Adam Clapton (Office Manager) and John Hickman (Operations & Estates), Witney Allotment Association would like to place on record our thanks for this very useful and productive meeting.

We agreed:

- 1) A resolution of the issue of Lakeside sheds. Lakeside tenants will be individually responsible for the upkeep, maintenance and/or replacement of any sheds on that site.
- 2) A draft form which tenants must in future use to request permission for the erection of sheds, greenhouses or polytunnels which clearly showed the requirement for the approval of the Town Council for structures larger than 2 x 2.5 metres. We also agreed to get the tenants who had put up such large structures without your consent to apply for retrospective permission from you; discussed the sorts of criteria that might lead to the refusal of permission; verbally agreed on the general principles to be applied; and you acknowledged that WTC would carry out the removal of oversized structures erected without your permission.
- 3) That Lakeside tenants whose plots abut the roadside hedge/**public footpath** would be responsible for cutting back their side of the hedge and you confirmed that WTC would maintain the side abutting the road and the top of the hedge.
- 4) That trees growing on allotment sites should be either fruit-bearing or nut-bearing and ~~that you would take down~~ **the allotment association should state their case to Council requesting the silver birch trees at Lakeside be removed outlining how the loss of these trees would be compensated for.** ~~We agreed that we~~ **It was suggested that the allotment association** would purchase fruit or nut trees to replace them **2 fruit/nut trees for each Silver Birch to be removed** although not necessarily in the same position, and draw up and submit to ~~you~~ **Council** a green plan for the entrance and central area of Lakeside to encourage biodiversity and pollinating insects.
- 5) To take forward the idea of group composting on all sites but to trial this on one site first to see what lessons could be learned. Your Operations and Estates Officer kindly ~~offered to provide~~ **suggested council if requested may possibly provide** an occasional 'shredding service' when sufficient composting material had been gathered to make this worthwhile, which WAA gratefully accepted. WAA also agreed to carry out further research into suitable group composting systems.

There was also a discussion on what constituted an appropriate shed and I undertook to forward to you by email some advice one of our Committee Members had found. The issue of using health and safety to determine the appropriateness of a structure was accepted as a good one. We also touched on the matter of the Lakeside cesspit but neither side anticipated that it would need emptying in the next few years.

I think I have covered all the matters discussed and apologise if anything has slipped my memory.

In the light of the usefulness of this meeting WAA would like Councillors and Officers to consider calendaring future meetings – perhaps twice a year – to maintain our currently excellent communications.

Once again, our thanks for the goodwill shown at today's discussions.

Yours sincerely,

G.H.J. Branner

WAA Negotiating Secretary

c.c. Mary Killick, Chair, Witney Allotment Association
Rachel Barber, Treasurer, Witney Allotment Association
Cllr Gwatkin, Chair of the Amenities Committee, Witney Town Council
Adam Clapton, Office Manager, Witney Town Council.
John Hickman, Operations and Estates Officer.

Oversized Polytunnels

Dear John,

I thought I ought to let you know that the tenant on 37c has removed the cover of the polytunnel and applied for permission to erect one of 2x2.5 metres instead. In accordance with the lease and our rules we have given him permission to proceed with this project.

Best wishes

Geoff

Sent from Samsung tablet.

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RE: West Witney Persimmons Homes Developments Allotments.

Morning John,

I am happy to arrange the tests but can you confirm, assuming you are happy with the results, you will take the allotments and can we target mid-April for transfer?

Regards

Mark Davies

Project Manager - Project Management

WYG

90 Victoria Street, Bristol, BS1 6DP

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HALLS AND GREEN SPACES COMMITTEE

Date: Monday 9th March 2020
Title: Sports and Recreation Grounds
Contact Officer: Operations and Estates Officer – John Hickman

BACKGROUND

The purpose of this is to update Councillors about the current position regarding the Sports and Recreation Grounds

Cricket

The Swifts CC are playing their first two teams at West Witney and their 3rd team at the Leys this year. The Audley Travel will also be asked to play at the Leys, and it will also be used by Henry Box School for weekday afternoon matches.

The Swifts will be using the glass room at West Witney as their Pavilion, this is currently also used by Park Run and as storage for the Sports and Social Club. The Swifts are supposed to carrying out works to the kitchen cupboards etc. in order to improve the facility, they are also asking permission to increase the number of power outlets in the room as currently there is only one double socket.

The area that the concrete base will be made to place the score shed has been agreed with the Operations and Estates Officer the area selected is in front of the changing rooms and the new steel external staircase on the same area as was concreted for the original score board.

Football Spartans Woodgreen

The Spartans football team that formally played two teams on the Leys and one on King Georges have agreed to play all three teams at Woodgreen this year. They have hopes of being able to establish a football facility that they can identify as their own.

Council has agreed Halls and Green Spaces 13th January 20 H13(5) that the Town Council consults with West Oxfordshire District Council and Woodgreen School regarding the Town Council taking responsibility for Woodgreen's field and the unhindered provision of the school changing rooms, and parking on Saturdays, Sundays and weekday evenings for sports

teams; however this is going to take some time, in the meantime the Operation and Estates Officer needs to be able to work on the Woodgreen pitches from the 1st May 20 to firstly orientate the pitches in the opposite direction to the current orientation returning them to how they were originally set out. This should then take the pitches away from the area that floods. A total of 8 goal post sockets will need to be purchased for this at a cost of £400 for two sets, the works team would install these in preparation for next season. There is requirement to purchase new goal posts as the existing posts used at the Leys and King Georges would be used for these two pitches.

Permissions would need to be gained from WODC to be able to maintain the pitches, hedge and grass cutting at Woodgreen until the area was transferred to WTC.

The end of season pitch renovations works from the leys and King Georges could then be carried out on these two pitches by Continental Landscapes to start bringing them up to WTC specification in preparation for the 2020/21 season.

The additional cost to WTC if King Georges football pitch was transferred to Woodgreen as well and both the Leys pitch one and King Georges Field were maintained as amenity grass would increase the Grounds contract costs by £1922. 88 per annum.

WTC may wish to ask for a commuted sum from WODC for taking this area on however this would be better dealt with in the land transfer as any request for a commuted sum at this moment in time may prevent WTC gaining access to the field in order to carry out the required works in time to be ready for the 2020/21 season.

WODC are waiting for an undertaking from WTC to take on the Woodgreen Field area once in receipt of this they will start procedures to transfer the area to WTC.

Changing facilities and toilets are provided by Woodgreen School the booking and control of these for teams using the Woodgreen Field need a clear agreement between WTC and Woodgreen School to be agreed. This needs to be agreed before WTC undertakes final agreement with WODC. Council Gwatkin has spoken to Woodgreen School regarding the use of the changing rooms.

ENVIRONMENTAL IMPACT

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

RISK

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

FINANCIAL IMPLICATIONS

The associated increase in cost to the Maintenance of the Woodgreen Area to council of £1,922.88 per annum.

RECOMMENDATIONS

Member are invited to note the report and consider the following:

1. To request the freehold transfer of the land at Woodgreen playing fields – or alternatively leasehold;
2. Taking on the additional cost of the Current Grounds Contract if Woodgreen field is taken on of £1,922.88.
3. To request a commuted sum from WODC to take on Woodgreen Field and if so how much to request.
4. To continue discussions with Woodgreen School regarding access to the changing rooms and who would be responsible for booking changing rooms etc.
5. Council agreement if permission is to be sought from WODC to maintain Woodgreen Field area from 1st May 2020 in order to prepare football pitches for 2020/21 season until the area is transferred to WTC.
6. The purchase of 8 x Goal Post sockets at approx. £400

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Witney Town Council Football Pitches

Morning John,

Please see summary below the changes I have made to come up with the prices below are as follows:

- Vertidrain at the Leys completely taken out from all pitches
- Seeding and topdressing to the current pitches at the Leys except for the 11V11 pitch
- King George football pitch works removed
- Football side at the Leys grass cutting changed to general amenity grass cutting
- King George field grass cutting changed to general amenity grass cutting
- New wood green site added for football spec grass cutting (22 times a year)
- New wood green site added for installation of 2 11v11 pitches only
- New wood green site added for full renovation of 2 11v11 pitches only
- New wood green site added for informal hedge cut

Additional cost of £1922.88 for the 2020 year if these were to go ahead.

TASK	CURRENT	NEW	DIFFERENCE
FOOTBALL PITCHES	68273.57	66447.76	-1825.81
GRASS CUTTING NEW SITE	0.00	4390.77	4390.77
INFORMAL HEDGE CUT	0.00	425.66	425.66
THE LEYS RECREATION GROUND GRASS CUTTING (FOOTBALL SIDE)	-2719.18	0.00	-2719.18
KING GEORGE (FOOTBALL SPEC)	-4755.03	0.00	-4755.03
KING GEORGE (GENERAL AMENITY)		4075.74	4075.74
THE LEYS RECREATION GROUND GRASS CUTTING (FOOTBALL SIDE GENERAL AMENITY)		2330.73	2330.73
		DIFFERENCE	1922.88

Regards,
David Gilson,
Contract Manager,
Continental Landscapes Ltd,
Weston Park Farm,
Oxford Road,
Wendlebury,
OX253QE.

 07525198234

 www.continental-landscapes.co.uk

 Please consider the environment before printing this e-mail

From: John Hickman [<mailto:john.hickman@witney-tc.gov.uk>]
Sent: 28 February 2020 16:13
To: David Gilson <David.Gilson@continental-landscapes.co.uk>
Subject: RE: Witney Town Council Football Pitches

Hi Dave

Can you re-calculate these costs for me moving both Leys Pitch one and the pitch on King Georges to the Woodgreen site, + maintaining the Woodgreen site including the hedge whole way around the site and keeping the Leys and King Georges cut as amenity grass where the pitches have been removed. Any chance you can do it the cost quite quickly only I am just preparing the report for council regarding this and need in place for May so we can get the pitches moved to Woodgreen and ready for 2020/21 season.

Cheers
john

From: David Gilson <David.Gilson@continental-landscapes.co.uk>
Sent: 16 October 2019 15:54
To: John Hickman <john.hickman@witney-tc.gov.uk>
Subject: RE: Witney Town Council Football Pitches

John

Yeah that includes cutting the whole site.

Regards,
David Gilson,
Contract Manager,
Continental Landscapes Ltd,
Weston Park Farm,
Oxford Road,
Wendlebury,
OX253QE.

 07525198234

 www.continental-landscapes.co.uk

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From: John Hickman [<mailto:john.hickman@witney-tc.gov.uk>]
Sent: 16 October 2019 15:51
To: David Gilson <David.Gilson@continental-landscapes.co.uk>
Subject: RE: Witney Town Council Football Pitches

Hi Dave

Thanks would that include cutting the amenity grass around the pitches as well as the two pitches. I thought as well if they have enough changing rooms available we could move the King Georges pitch here as well and leave King Georges open for other uses..

Cheers
John

From: David Gilson [<mailto:David.Gilson@continental-landscapes.co.uk>]

Sent: 16 October 2019 15:43

To: John Hickman <john.hickman@witney-tc.gov.uk>

Cc: Jessica Bailey <Jessica.Bailey@continental-landscapes.co.uk>

Subject: Witney Town Council Football Pitches

John,

I have looked up on the works we visited this morning and to add an additional 2 senior pitches in at the new site by wood green would only really be an additional pitch to the contract as the one in at the Leys at the moment would be there, in real terms to add these pitches in, maintain including vertidrain and top dress, selective etc. would cost the council and extra £9738.27 per year based on 2 adult pitches up there only, this includes cutting the grass and the hedge down the track to the field edge only sided up

Summary below

Current

11x11 Football Pitch	Maintain	a5, d1, d2,e,f	no.	6	p	22	26956.918	2 WW, 2 Burw
5x5 football pitch	Maintain	a5, d1, d2,e,f	no.	4	p	22	9939.6058	2 WW, 2 Burw
7x7 football pitch	Maintain	a5, d1, d2,e,f	no.	5	p	22	13238.01	2 WW, 2 Burw
9x9 Football Pitch	Maintain	a5, d1, d2,e,f	no.	5	p	22	15763.666	2 WW, 2 Burw

65898.20

2019

11x11 Football Pitch	Maintain	a5, d1, d2,e,f	no.	7	p	22	31449.737	2 WW, 2 Burw
5x5 football pitch	Maintain	a5, d1, d2,e,f	no.	4	p	22	9939.6058	1 WW, 2 Burw
7x7 football pitch	Maintain	a5, d1, d2,e,f	no.	5	p	22	13238.01	2 WW, 2 Burw
9x9 Football Pitch	Maintain	a5, d1, d2,e,f	no.	5	p	22	15763.666	2 WW, 2 Burw

70391.02

Task	Measure	Unit	Rate	Frequency	Total yr
Grass Cut	24192	M2	0.008505	22	4526.565
Informal Hedge	226	LM	0.92673	2	418.882
Additional Selective	1	No	300	1	300

5245.45

Total For all works for 1 complete year

9738.27

Regards,
David Gilson,
Contract Manager,
Continental Landscapes Ltd,
Weston Park Farm,
Oxford Road,
Wendlebury,
OX253QE.

 07525198234

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Woodgreen

Football pitches flood area current pitch direction and suggested pitch direction.

Legend

- Area currently flooded
- Current Pitch
- Suggested



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Woodgreen Pitches

Morning John,

Thanks for your email, we've Booked the ATP this week for our Game, due to the Forecast to be honest.

Also, apologies for not getting back to you regarding future requirements.

We would like to develop the option at Woodgreen and hopefully use the Site for all three sides. If possible we would like to meet with yourselves and the School, to discuss the "Detail" really, as soon as this can be arranged.

Our ambition is to try and establish a Football Facility that we can identify with as our "Home", even to the point of a Witney Town Club, integrating with the Schools and Tower Hill and Vikings.

This could also bring into play the possible site at the West Witney Development.

I look forward to hearing back from you or Vicky, as and when we can meet again to develop the Plans for next season.

Kind regards
Alfie

Alfie Saunders
Spartan Rangers F.C.

From: John Hickman <john.hickman@witney-tc.gov.uk>
Sent: 28 February 2020 10:38
To: Alfie Saunders
Subject: RE: Woodgreen Pitches

Hi Alfie

I am not sure if your 3rd team are due to play at King Georges Field this weekend or not but just contacting to say that the grounds contractors have said its not fit for play this weekend due to standing water sorry.

Also are you able to confirm please regarding Woodgreen pitches to enable me to ensure I get all the correct information to council in order to ensure the budgets are available to prepare and maintain these pitches from May this year.

Cheers
John

From: John Hickman
Sent: 26 February 2020 15:24
To: 'Alfie Saunders'
Subject: Woodgreen Pitches

Hi Alfie

Following on from our meeting regarding Woodgreen Pitches, are you able to tell me if Spartans happy to move their 3 teams to the Woodgreen Pitches for the 2020/21 season as although council has agreed in principle to take on this area from WODC so we are able to provide decent pitches for you at this site I will need to go to council in this next cycle of meetings to put all our processes in place to enable me to instruct our grounds contractors to prepare these pitches from May 1st this year I will also need to get councils agreement to start these works before the area is officially handed over to WTC which means I also need to get WODC to agree to allowing us on the field to prepare these two pitches.

I will also need to confirm with Woodgreen School to make sure the changing rooms are confirmed for your use. I am preparing my report to council now and would appreciate a confirmation either way as to Spartans intentions for the 2020/21 season as soon as possible please.

Thanks
John

John Hickman
Operations and Estates Officer
Witney Town Council