

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

17th July 2024

Members of Peacehaven Town Council are summoned to the Council meeting to be held in Community House, Peacehaven, on Tuesday 23rd July 2024 at 7.30pm.

A handwritten signature in black ink, appearing to read "G Dyson".

George Dyson
Town Clerk

AGENDA

C1243 MAYOR/CHAIR'S ANNOUNCEMENTS.

C1244 PUBLIC SESSION. *Members of the public may ask questions on any relevant Council matter.*

C1245 TO APPROVE APOLOGIES FOR ABSENCE.

C1246 TO RECEIVE DECLARATIONS OF INTERESTS.

C1247 TO ADOPT THE MINUTES OF THE ANNUAL COUNCIL MEETING HELD ON THE 21ST MAY 2024.

C1248 TO RECEIVE MINUTES, RATIFY ACTIONS & RECEIVE REPORTS ON URGENT MATTERS:-

- a. **Planning & Highways Committee:-**
 - i. To receive the meeting minutes of the 7th May 2024.
 - ii. To receive the meeting minutes of the 4th June 2024.
 - iii. To note the draft meeting minutes of the 2nd July 2024.
- b. **Policy & Finance Committee:-**
 - i. To receive the financial report, authorise payments and signing of Bank Reconciliation statements.
 - ii. To receive the meeting minutes of the 30th April 2024.
 - iii. To note the draft meeting minutes of the 9th July 2024.
 - iv. To agree to the Service Level Agreement with the CTLA
 - v. To agree to the Service Level Agreement with the Joff
- c. **Personnel Committee.**
 - i. To receive the meeting minutes of 26th March 2024.
 - ii. To receive the meeting minutes of 28th May 2024.
 - iii. To note the draft meeting minutes of 16th July 2024.
- d. **Leisure, Amenities & Environment Committee:-**
 - i. To receive the meeting minutes of the 20th February 2024.
 - ii. To receive the meeting minutes of the 2nd April 2024.
 - iii. To note the draft meeting minutes of the 18th June 2024.
- e. **Civic & Community Events Committee:-**
 - i. To note the draft meeting minutes of the 16th April 2024.
 - ii. To note the draft meeting minutes of the 25th June 2024.

C1249 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER, CHAIR OF THE NEIGHBOURHOOD DEVELOPMENT PLAN STEERING GROUP

C1250 TO AGREE TO COMMISSION AN ADDITIONAL REPORT ON INFRASTRUCTURE DELIVERY

C1251 MOTION FROM CLLR GORDON-GARRETT REGARDING COMMENTS FROM THE STEERING GROUP ON RESPONSES TO THE NEIGHBOURHOOD PLAN SECTION 16 EXTRA CONSULTATION.

C1252 TO REVIEW OUTSIDE BODY REPRESENTATIVES

C1253 TO RECEIVE VERBAL REPORTS FROM OUTSIDE BODY REPRESENTATIVES

C1254 MOTION FROM CLLR ASHBY-PARKIN TO AGREE THAT THE PARKRUN CONTAINER CAN REMAIN PAINTED

C1255 TO ADOPT A COMMUNITY AND BUSINESS PLAN

C1256 TO NOTE A PLANNED ARCHAEOLOGICAL DIG IN CENTENARY PARK

C1257 TO AGREE TO PROCEED WITH THE FUNDED OVCA PROJECT

C1258 TO AGREE THAT THE GRANT AGREEMENT FOR THE HOWARD PEACE PARK ACCESSIBILITY PROJECT CAN BE EXECUTED

C1259 TO AGREE THAT THE GRANT AGREEMENT FOR THE CENTENARY PARK RESURFACING PROJECT RELATING TO A FOOTPATH AND CYCLE PATH CAN BE EXECUTED

C1260 TO AGREE ACTIONS ON THE CAFÉ SLIDING DOORS

C1261 TO RECEIVE VERBAL UPDATES FROM THE FOLLOWING TASK AND FINISH GROUPS (TFGs):

- a. Climate Change Working Group
- b. Youth Engagement
- c. Morrisons Development
- d. Community & Business Plan
- e. Public Rights of Way
- f. Climate Fair
- g. Meridian Walk
- h. Communications, Advertising, and Promotion
- i. Sussex Nature Recovery

C1262 DATE OF NEXT MEETING – TUESDAY 8TH OCTOBER 2024 AT 7.30PM.

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DRAFT Minutes of the meeting of the Annual Full Council meeting held in the Anzac Room, Community House on Tuesday 21st May 2024 at 7.30pm

Present: Cllr David Seabrook, Cllr Isobel Sharkey, Cllr Nikki Fabry, Cllr Nick Evans, Cllr Mary Campbell, Cllr Sue Griffiths, Cllr Kiera Gordon-Garrett, Cllr Sherral Wood, Cllr Paul Davies, Cllr Aimee Harman, Cllr Ian Alexander, Cllr Cathy Gallagher, Cllr Simon Studd, Cllr Wendy Veck, Cllr Lee Ashby-Parkin, Cllr Debbie Donovan, Cllr Claude Cheta.

Officers: George Dyson (Town Clerk), Zoe Polydorou (Meetings & Projects Officer), Zoe Malone (Responsible Financial Officer), Kevin Bray (Parks Officer).

7 members of the public were in attendance.

C1208 OUTGOING MAYOR/CHAIR'S ADDRESS & ANNOUNCEMENTS

Cllr Seabrook welcomed everyone to the meeting, particularly the public, briefly went through the building fire procedures, and asked that phones be put onto silent.

The following upcoming events were announced:

22nd May 2024 – Cinema at Community House showing Priscilla

5th June 2024 – Bingo at Community House

6th June 2024 – D-Day event at Centenary Park

17th June 2024 – Cinema at Community House showing Back to Black

13th July 2024 – Towards Carbon Zero Peacehaven Fair

Cllr Seabrook gave a brief address to the Council, sharing some highlights from the past year as Mayor, some of the people he has met, and the requirements for the role. He also gave special thanks to those who had volunteered to support him, particularly Arlene Foster, Cllr Isobel Sharkey, Lucy Symonds, Kathy Harding, and Cllr Aimee Harman.

Cllr Seabrook then presented some gifts of thanks to his Deputy Mayor, Cllr Sharkey, and showed the gifts for his Consort, Kathy Harding, who was absent.

Cllr Seabrook was then presented with his Past Mayors Badge by the Town Clerk.

C1209 ELECTION OF MAYOR FOR 2024-2025 & SIGNING OF DECLARATION OF ACCEPTANCE OF OFFICE

a. Statement(s) from candidate(s)

Cllr Donovan & Cllr Griffiths gave a summary of their statements on why they would like to be Mayor, and the Council asked a couple of questions to the candidates.

b. Voting

It was proposed that Standing Orders be suspended to allow a vote by signed ballot.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Wood.

Council **resolved** by majority to **agree** to this proposal.

Standing Orders were suspended.

A recorded vote was requested, which was cast as follows:

In favour of Cllr Donovan: Cllr Evans, Cllr Sharkey, Cllr Studd, Cllr Davies, Cllr Alexander, Cllr Gallagher, Cllr Ashby-Parkin, Cllr Donovan, Cllr Fabry, Cllr Cheta.

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In favour of Cllr Griffiths: Cllr Campbell, Cllr Seabrook, Cllr Griffiths, Cllr Harman, Cllr Gordon-Garrett, Cllr Wood.

Abstentions: Cllr Veck.

Cllr Donovan was therefore Duly elected as Mayor of Peacehaven for 2024/25.

c. Mayor/ Chair of Council signing of the declaration of acceptance of office and Mayor's Handbook

Cllr Donovan signed the declaration of acceptance of office and acceptance of the Mayors Handbook.

d. Statement from the new Mayor

Cllr Donovan gave a brief statement thanking everyone, highlighting her wish to work collaboratively moving forward, and highlighting some of the upcoming events.

Standing Orders were reinstated.

C1210 TO ADOPT THE NEW MAYOR'S CHARITIES FOR 2024-2025

Cllr Donovan proposed that her charity for 2024/25 be the Peacehaven Community Supermarket.

Proposed by: Cllr Donovan Seconded by: Cllr Campbell

The Council **resolved** to **agree** to this proposal.

C1211 ELECTION OF THE DEPUTY MAYOR FOR 2024-2025 & SIGNING OF DECLARATION OF ACCEPTANCE OF OFFICE

a. Statement(s) from candidate(s)

Cllr Harman & Cllr Veck gave a summary of their statements on why they would like to be Deputy Mayor, and the Council asked questions to the candidates.

b. Voting

Votes were cast, with 5 in favour of Cllr Harman, 11 in favour of Cllr Veck, and 1 abstention.

Cllr Veck was therefore duly elected Deputy Mayor.

c. Deputy Mayor/ Vice-Chair of Council signing of the declaration of acceptance of office and Mayor's Handbook

Cllr Veck signed the declaration of acceptance of office and acceptance of the Mayors Handbook.

d. Statement from the new Deputy Mayor

Cllr Veck thanked the Council for electing her as Deputy Mayor.

C1212 TO AGREE MAYOR'S CONSORT

Cllr Donovan informed the Council that her youngest daughter, Rhiannon, will be her Consort.

C1213 PUBLIC SESSION. Members of the public may ask questions on any relevant Council matter.

A member of the public highlighted some concerns regarding the Council's communication and engagement with the Community.

Another member of the public added that as around 30% of Peacehaven is not online, a printed means of communication may be more appropriate than the primarily digital approach that PTC has.

A member of the public, representing Peacehaven & Telscombe Football Club introduced himself and gave the Council some background information relating to agenda item C1234.

C1214 TO APPROVE APOLOGIES FOR ABSENCE.

There were no apologies for absence.

C1215 TO RECEIVE DECLARATIONS OF INTERESTS.

There were no declarations of interest.

The Chair brought forward item C1234 to be discussed next

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C1234 TO AGREE TO A RESTRICTION BEING PLACED ON THE FOOTBALL CLUB LEASE

The Council briefly discussed the improvement projects that are dependent upon the works to the football pitch taking place.

It was proposed to agree to the restriction being placed on the lease, as per the report recommendation.

Proposed by: Cllr Gallagher Seconded by: Cllr Griffiths

The Council **resolved** to **agree** to this proposal.

C1216 TO ADOPT STANDING ORDERS

The Town Clerk explained the proposed changes to Standing Orders.

It was proposed that Council adopt Standing Orders, with the provision that they can be reviewed further within the next 6 months.

Proposed by: Cllr Seabrook Seconded by: Cllr Campbell

The Council **resolved** to **agree** to this proposal.

C1217 TO ADOPT FINANCIAL REGULATIONS

The RFO introduced the item and ran through the changes which are in line with the internal auditors recommendations, however, highlighted that a new model document has now been released nationally so some further review may be necessary.

It was proposed that Council adopt the Financial Regulations, with the provision that they can be reviewed further within the next 6 months.

Proposed by: Cllr Campbell Seconded by: Cllr Seabrook

The Council **resolved** to **agree** to this proposal.

Members of the public left at this point (20:38).

C1218 TO ADOPT THE FOLLOWING POLICIES

- a. **Data Protection Policy**
- b. **Freedom of Information Policy**
- c. **First Aid Policy**
- d. **Health & Safety Policy**
- e. **Social Media & Communications Policy**

It was proposed that these policies be adopted as read.

Proposed by: Cllr Sharkey Seconded by: Cllr Ashby-Parkin

The Council **resolved** to **agree** to this proposal.

C1219 TO APPOINT MEMBERS TO SERVE ON COMMITTEES & APPOINT CHAIRS OF STANDING COMMITTEES

a. Civic & Community Events Committee

Members: Cllr Ashby-Parkin, Cllr Evans, Cllr Studd, Cllr Sharkey, Cllr Wood, Cllr Veck, Cllr Harman, Cllr Donovan.

It was proposed that Cllr Veck be Chair of this Committee.

Proposed by: Cllr Gallagher Seconded by: Cllr Campbell

The Council **resolved** to **agree** to this proposal.

b. Leisure, Amenities, and Environment Committee

Members: Cllr Gallagher, Cllr Ashby-Parkin, Cllr Evans, Cllr Studd, Cllr Sharkey, Cllr Wood, Cllr Fabry, Cllr Seabrook, Cllr Griffiths.

It was proposed that Cllr Sharkey be Chair of this Committee.

Proposed by: Cllr Sharkey Seconded by: Cllr Ashby-Parkin

The Council **resolved** to **agree** to this proposal.

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c. Personnel Committee

Members: Cllr Gallagher, Cllr Campbell, Cllr Alexander, Cllr Fabry, Cllr Veck, Cllr Donovan, Cllr Cheta.

It was proposed that Cllr Gallagher be Chair of this Committee

Proposed by: Cllr Gallagher Seconded by: Cllr Davies.

It was proposed that Cllr Campbell be Chair of this Committee

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Griffiths

The Council **resolved** that Cllr Gallagher be Chair of the Committee by a majority vote of 9 against 7, with 1 abstention.

d. Planning & Highways Committee

Members: Cllr Gallagher, Cllr Campbell, Cllr Studd, Cllr Sharkey, Cllr Davies, Cllr Gordon-Garrett, Cllr Seabrook.

It was proposed that Cllr Gordon-Garrett be Chair of this Committee.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Seabrook

The Council **resolved** to **agree** to this proposal.

e. Policy & Finance Committee

Cllr Gallagher, Cllr Campbell, Cllr Alexander, Cllr Sharkey, Cllr Davies, Cllr Gordon-Garrett, Cllr Veck, Cllr Donovan, Cllr Griffiths.

It was proposed that Cllr Griffiths be Chair of this Committee

Proposed by: Cllr Seabrook Seconded by: Cllr Ashby-Parkin.

It was proposed that Cllr Alexander be Chair of this Committee

Proposed by: Cllr Gallagher Seconded by: Cllr Davies

The Council **resolved** that Cllr Alexander be Chair of the Committee by a majority vote of 9 against 8.

C1220 TO APPOINT MEMBERS TO SERVE ON SUB-COMMITTEES

a. Community House Sub-Committee

Members: Cllr Gallagher, Cllr Campbell, Cllr Alexander, Cllr Davies, Cllr Veck, Cllr Donovan, Cllr Griffiths.

b. Grants Sub-Committee

Members: Cllr Sharkey, Cllr Fabry, Cllr Seabrook, Cllr Harman, Cllr Griffiths.

It was proposed that Council agree to the above appointments of members to Committees and Sub-Committees.

Proposed by: Cllr Veck Seconded by: Cllr Ashby-Parkin

C1221 TO APPOINT MEMBERS TO SERVE ON OUTSIDE BODIES AND ORGANISATIONS

The following changes to the outside body representatives were proposed:

Cllr Gordon-Garrett to come off as a representative for Crimestoppers.

Cllr Harman to be the representative for the Community Garden.

Cllr Gallagher to be added as an additional representative for ESALC.

Cllr Sharkey to be added as an additional representative for PCS.

Cllr Ashby-Parkin to be added as the representative for Peacehaven Parkrun.

Cllr Campbell to be added as the representative for Family Hubs.

Cllr Donovan will replace Cllr Seabrook as the representative for LDALC, and the Town Forum.

Proposed by: Cllr Veck Seconded by: Cllr Evans

The Council **resolved** to **agree** to this proposal.

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C1222 TO NOTE THE ASSET REGISTER

The Council **noted** the asset register.

C1223 TO NOTE ANNUAL SUBSCRIPTIONS & DIRECT DEBITS

The Council **noted** the Annual Subscriptions & Direct Debits.

C1224 TO APPROVE THE CORPORATE RISK ASSESSMENT

It was proposed that Council approve the corporate risk assessment.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Wood

The Council **resolved** to **agree** to this proposal.

C1225 TO APPROVE THE APPOINTMENT OF THE INTERNAL AUDITOR

Cllr Gallagher asked about whether we should be looking at using a new auditor in line with best practice.

The Clerk responded that we can look at this once the current 3-year term with the current providers comes to an end, but also that the Council has last year been appointed a new auditor, albeit with the same company.

It was proposed that the appointment of the Internal Auditor be approved,

Proposed by: Cllr Davies Seconded by: Cllr Griffiths

The Council **resolved** to **agree** to this proposal.

C1226 TO APPROVE BANKING SIGNATORIES & BACS WORKING

It was proposed that Council approve the banking signatories & BACS working.

Proposed by: Cllr Wood Seconded by: Cllr Studd

The Council **resolved** to **agree** to this proposal.

C1227 TO AGREE ARRANGEMENTS FOR INSURANCE COVER IN RESPECT OF ALL RISKS

It was proposed to accept the policy information as read in the meeting papers.

Proposed by: Cllr Seabrook Seconded by: Cllr Ashby-Parkin

The Council **resolved** to **agree** to this proposal.

C1228 TO ADOPT A STATEMENT OF INTENT AS TO COMMUNITY ENGAGEMENT

Cllr Gallagher highlighted that she was pleased to see this item on the agenda.

It was proposed to adopt the statement of intent as to Community Engagement.

Proposed by: Cllr Sharkey Seconded by: Cllr Gordon-Garrett

The Council **resolved** to **agree** to this proposal.

C1229 TO ADOPT A COMMUNITY AND BUSINESS PLAN

The Town Clerk updated the Council that the plan is not yet ready for adoption, but good progress has been made and the work so far is in the papers for Council to note.

The Council **noted** the draft Community & Business Plan.

C1230 TO ADOPT THE MINUTES OF THE COUNCIL MEETING HELD ON THE 19TH MARCH 2024.

Proposed by: Cllr Sharkey Seconded by: Cllr Studd

The Council **adopted** the minutes of the meeting held on 19th March 2024.

C1231 TO RECEIVE MINUTES, RATIFY ACTIONS & RECEIVE REPORTS ON URGENT MATTERS:-

a. Planning & Highways Committee:-

i. To receive the meeting minutes of the 5th March 2024.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Ashby-Parkin

The Council **agreed** to **receive** the meeting minutes.

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ii. To receive the meeting minutes of the 9th April 2024.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Sharkey
The Council **agreed** to **receive** the meeting minutes.

iii. To note the draft meeting minutes of the 7th May 2024.

Council **noted** the draft meeting minutes.

b. Policy & Finance Committee:-

i. To receive the financial report, authorise payments and signing of Bank Reconciliation statements.

Proposed by: Cllr Alexander Seconded by: Cllr Seabrook
The Council **agreed** to **receive** the financial report, authorise payments, and signing of bank reconciliation statements.

ii. To receive the meeting minutes of the 12th March 2024.

Proposed by: Cllr Alexander Seconded by: Cllr Gordon-Garrett
The Council **agreed** to **receive** the meeting minutes.

iii. To note the draft meeting minutes of the 30th April 2024.

Council **noted** the draft meeting minutes.

iv. To agree a request from the Policy & Finance Committee to reverse part of a decision relating to the allocation of funds

Proposed by: Cllr Alexander Seconded by: Cllr Campbell
The Council **resolved** to **agree** to the recommendation from the Policy & Finance Committee.

v. To receive meeting minutes and approve the grants recommendations from the Grants Sub-Committee meeting on 25th April 2024 including a variation to the amount requested by one organisation

Proposed by: Cllr Alexander Seconded by: Cllr Sharkey
The Council **agreed** to **receive** the meeting minutes and the recommendations for awarding grants, including the variation to the amount requested.

vi. To ratify the agreement to purchase a new tractor

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Sharkey
The Council **agreed** to **receive** the meeting minutes.

vii. To agree to purchase the agreed CCTV from PTC's CIL money.

Proposed by: Cllr Alexander Seconded by: Cllr Gordon-Garrett
The Council **agreed** to **receive** the meeting minutes.

viii. To note and approve the 2023/24 end of year Internal Audit report

The Council **noted** the 2023/24 end of year internal audit report.

ix. To approve 2023/24 Annual Governance Statement

It was proposed to approve the Annual Governance Statement.
Proposed by: Cllr Alexander Seconded by: Cllr Evans
The Council **resolved** to **approve** the annual governance statement.

The Chair and Clerk signed the Annual Governance Statement.

x. To approve 2023/24 Annual Accounting Statement

It was proposed to approve the Annual Accounting Statement.
Proposed by: Cllr Alexander Seconded by: Cllr Gordon-Garrett
The Council **resolved** to **approve** the annual accounting statement.

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The Chair and Responsible Financial Officer signed the Annual Governance Statement.

c. Personnel Committee.

i. To receive the meeting minutes of the 23rd January 2024

Proposed by: Cllr Donovan

Seconded by: Cllr Sharkey

The Council **agreed** to **receive** the meeting minutes.

ii. To note the draft meeting minutes of the 26th March 2024

Council **noted** the draft meeting minutes.

iii. To adopt employment policies from the new HR provider

Proposed by: Cllr Gallagher

Seconded by: Cllr Ashby-Parkin

The Council **agreed** to **adopt** the employment policies.

d. Leisure, Amenities & Environment Committee;-

i. To note the draft meeting minutes of the 20th February 2024.

Council **noted** the draft meeting minutes.

ii. To note the draft meeting minutes of the 2nd April 2024.

Council **noted** the draft meeting minutes.

iii. To agree to purchase a new mower attachment

Proposed by: Cllr Sharkey

Seconded by: Cllr Gallagher

The Council **resolved** to **agree** to this proposal.

e. Civic & Community Events Committee:-

i. To receive the meeting minutes of the 27th February 2024.

Proposed by: Cllr Veck

Seconded by: Cllr Donovan

The Council **agreed** to **receive** the meeting minutes.

ii. To note the draft meeting minutes of the 16th April 2024.

Council **noted** the draft meeting minutes.

iii. To receive a report from the Artwave TFG and agree recommendations

It was proposed to accept the recommendation in the report to bring the event under the control of PTC.

Proposed by: Cllr Sharkey

Seconded by: Cllr Studd

The Council **resolved** to **agree** to this proposal.

C1232 TO RECEIVE AN UPDATE FROM CLLR GALLAGHER, CHAIR OF THE NEIGHBOURHOOD DEVELOPMENT PLAN STEERING GROUP

Cllr Gallagher gave an update on the recent steering group meetings, and informed Council that as far as she knows, no further comments were made from the additional consultation.

The examiner is now looking at the plan, and comments will come back to the steering group, the next stages thereafter will be the referendum and going to the District Council for adoption.

The Council **noted** the update.

C1233 TO RECEIVE A REPORT ON SUSSEX NATURE RECOVERY STRATEGIES AND AGREE RECOMMENDATIONS

Cllr Gordon-Garrett summarised the information in the report.

It was proposed that Council agree to the report recommendations, but also set up a TFG to look at the survey on behalf of the Council.

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Proposed by: Cllr Gallagher Seconded by: Cllr Campbell
The Council **resolved** to **agree** to this proposal.

TFG Members to include: Cllr Ashby-Parkin, Cllr Gordon-Garrett, Cllr Campbell, Cllr Gallagher, and the Parks Officer.

C1235 TO RECEIVE REPORTS FROM WORKING GROUPS & TASK AND FINISH GROUPS:

a. Youth Engagement

No updates

b. Climate Change

No updates

c. Morrisons Development

The Clerk informed the Council that there hasn't been any further communication from Morrisons regarding the development.

d. Community & Business Plan

Discussed earlier in the meeting.

e. Public Rights of Way

No updates

f. Advertising Policy

Council discussed the report in the paper, it was proposed that Council agree to the recommendation in the report.

Proposed by: Cllr Campbell Seconded by: Cllr Griffiths

The Council **resolved** to **agree** to this proposal.

The advertising policy TFG members to include: Cllr Studd, Cllr Griffiths, Cllr Davies, Cllr Harman, Cllr Campbell, and Cllr Donovan.

g. Climate Fair

Cllr Seabrook informed the Council that preparations are underway, and that the fair is scheduled for 13th July.

h. Meridian Walk

Cllr Donovan updated the Council that the TFG plans to give a presentation to Council soon on the walk, and that an illustrator is currently working on a leaflet.

C1236 TO RECEIVE VERBAL UPDATES FROM OUTSIDE BODY REPRESENTATIVES

Cllr Gallagher reported that the ESALC board has been very active.

Cllr Gallagher also reported that the Peacehaven Chamber of Commerce had their AGM today and are doing lots of good work.

Cllr Gallagher also gave a brief update about work at Lewes District Council, that the Roderick Avenue toilets are top of the list for refurbishment, but are now open again in the meantime, and that the District Council is also appealing against the special measures LDC planning is currently in.

Cllr Campbell advised that the Citizens Advice Bureau have sent through a first quarter report which shows almost £10,000 generated, and across a varied demographic of residents, fairly equally across the Peacehaven wards.

C1237 TO NOTE THE OVERVIEW OF COMPLAINTS RECEIVED

The Town Clerk summarised the overview of complaints received, and Cllr Gallagher emphasised how important it is that this work is being done.

The Council **noted** the complaints received.

C1238 DATE OF NEXT MEETING – TUESDAY 23RD JULY 2024 AT 7.30PM.

The date of the next meeting was confirmed as Tuesday 23rd July 2024 at 7.30pm.

C1239 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Veck Seconded by: Cllr Sharkey

The Council **resolved** to **exclude** press and public from the remaining items.

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CONFIDENTIAL

In accordance with Standing Order 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the business to be transacted, the public and press are excluded from the discussion of the following items:-

C1240 TO AGREE 2024 EMPLOYEE INCREMENT INCREASES

The Town Clerk summarised the report, which was discussed by the Council.

It was proposed to approve the increment increases recommended in the report.

Proposed by: Cllr Gallagher Seconded by: Cllr Cheta

The Council **resolved** to **agree** to the recommended increment increases.

It was proposed that cost of correcting a salary error from last year be taken from General Reserves.

Proposed by: Cllr Campbell Seconded by: Cllr Evans.

The Council **resolved** to **agree** to this proposal.

C1241 TO NOTE THE TOWN CLERKS TARGETS SET AT APPRAISAL

Cllr Gallagher gave Council an overview of the appraisal process and explained the objectives set for the Town Clerk.

The Council **noted** the verbal report.

C1242 TO RECEIVE A REPORT FROM THE INTERVIEW PANEL AND AGREE RECOMMENDATIONS ON THE RECRUITMENT OF A PUBLIC RELATIONS OFFICER

The Town Clerk introduced and summarised the information in the report.

It was proposed that the Council agree to make the job offer, and that the Clerk be given the authority to agree the details of the terms of employment.

Proposed by: Cllr Cheta Seconded by: Cllr Gallagher

The Council **resolved** to **agree** to this proposal.

There being no further business, the meeting was closed at 22:18

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Town Clerk

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DRAFT Minutes of the meeting of the Planning & Highways Committee meeting held in the Anzac Room, Community House on Tuesday 7th May 2024 at 7.30pm

Present: Cllr Campbell (Chair), Cllr Gordon-Garrett (Vice Chair), Cllr Alexander, Cllr Seabrook, Cllr Sharkey, Cllr Studd, Cllr Harman, Cllr Donovan (non-voting).

Officers: Zoe Polydorou (Meetings & Projects Officer)).

2 members of the public were in attendance.

1. PH1940 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone and ran through the fire exit procedure.

2. PH1941 PUBLIC QUESTIONS.

There were 2 public questions.

Cllr Clarkson raised the issue of Southview Avenue over the concern with a neighbour parking on the verge, and questioned what could be done.

Cllr Sharkey updated committee on the status of the verge parking complaint by explaining that the Committees and Assistant Projects Officer would be queried on the status of the parking lines application; that the Town Clerk had confirmed a letter for handing out to residents would not be written; that Neighbourhood First had been contacted, but their response was this item was not in their remit; and that Cllr Collier had approached the appropriate person at East Sussex to try to get this item resolved.

Cllr Seabrook suggested a 'Prohibited to park on the verge' sign is also pursued.

19:38 – the attendee left the meeting, and the Chair thanked them for their attendance.

The 2nd question was whether there has been a follow up from the Q&A session with LDC Officers.

The Chair explained that information had been collated, and a response was being waited for.

3. PH1942 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There were 2 apologies for absence from Cllr Gallagher, and Cllr Wood, whose substitute was Cllr Harman.

4. PH1943 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There was 1 non-pecuniary declaration of interest from Cllr Campbell.

5. PH1944 TO ADOPT THE MINUTES FROM THE 9th APRIL 2024

It was proposed to adopt the minutes.

Proposed by: Cllr Sharkey Seconded by: Cllr Gordon-Garrett

The Committee resolved to **adopt** the minutes of the 9th April 2024.

6. PH1945 TO NOTE AND REVIEW THE COMMITTEES BUDGETARY REPORT

The budgetary report was **noted**.

7. PH1949 MERIDIAN MONUMENT AND AREA UPDATE

The Meetings & Projects Officer introduced the report.

Members discussed that the area had poor wheelchair access, and that Cllrs who are also Lewes District Councilors be invited to the TFG to discuss the way forward with access; the importance of preserving the historic monument, of using professional contractors to maintain and clean it and the plinth; and the need for improved directional signage.

The Meetings & Projects Officer explained there will be a meeting with Chris Bibb tomorrow the 8th May at 11am. Cllr Seabrook suggested heritage funding is researched for the Monument project.

It was proposed that the TFG carry on with this work, particularly authorising work on the bin, information board and accessibility from Horsham Avenue, and to continue the investigation of the monument refurbishment, and also that Cllr Fabry be contacted to see if she is willing to join the TFG in terms of accessibility.

Proposer: Cllr Sharkey Seconded by: Cllr Seabrook

The Committee resolved to **agree** to the proposal.

20:00 Cllr Donovan left the meeting.

8. PH1946 TO RECEIVE A VERBAL REPORT FROM CLLR GALLAGHER CHAIR OF THE STEERING GROUP FOR THE NDP

Cllr Gordon-Garrett updated the Committee from a report from Cllr Gallagher. It was explained that the additional two weeks schedule 16 Consultation ran from the 15th to 30th April and there have been no comments; that there are then 11 weeks to hold a referendum (paid for by LDC) with the standard question: "Do you want Lewes District Council to use the neighbourhood Plan for Peacehaven and Telscombe to help it decide planning applications in the neighbourhood area?". That the Plan is then taken to Full Council at LDC for adoption within 8 weeks, some polling stations will be open and the possibility of postal voting is to be queried, and the majority of those who vote must vote in favour to pass plan 51%.

The report was **noted**.

9. PH1947 WILDFLOWERS AND PUBLIC REALM ALONG SOUTH COAST ROAD TFG

The Chair introduced the report, and explained that the previously interested company had decided not to advertise on the planter as it was too expensive. The status of the Public Realm areas, including the toilets, planting plan, leaflets, and the tidy up of the area was summarised; it was explained that the Kaner Olette had been commissioned by the Steering Group, but had not been approved or discussed by PTC. It was explained that the TFG discussed a wildflower meadow at the inlet at Bramber Avenue at the A259, which is owned by ESCC, and that other similar areas as options should be investigated.

Cllr Seabrook suggested the need for a consultation on the flowers on the South Coast Road; that the Kaner Olette report was not adopted by council and agreed it must return to committee to decide the next steps; that end of roads have concrete underneath, so investigation would be needed with regards to any planting; that any decision with the end at Edith Avenue must be carefully considered, and with it being the planned end of the walking and cycling route of ESCC raised the importance of collaborative working; and raised that a resident is interested in there being a plaque to commemorate Edith Cavell, or potentially an information board.

The Chair explained it is essential for the Kaner Olette report to be reviewed and its projects phased for moving forward.

It was proposed to close the Wildflower and Public Realm TFG
Proposed by: Cllr Gordon Garrett Seconded by: Cllr Studd
All in favour.

It was proposed that the Meetings & Projects Officer produce investigate and report on wildflower meadows of all the inlets when priorities permit.

Proposed by: Cllr Sharkey Seconded by: Cllr Seabrook
All in favour

Cllr. Seabrook asked for the Kaner Olette report to be shared with all councillors.

The report was **noted**.

10. PH1948 UPDATE ON EV CHARGERS AND AIR QUALITY MONITORING BY THE DELL PLAYGROUND

The Meetings & Projects Officer explained the status of the air quality monitoring, and that a meeting is planned with an Officer from LDC w/c 20th May.

The report was **noted**.

11. PH1950 TO DECIDE ON ACTION RE BOLLARDS OUTSIDE SUBWAY

Cllr Seabrook updated Committee on the background of the item, and the options available: to obtain prices for 1 or 2 bollards and a cost for the work, and inform East Sussex if required; or do nothing.
Cllr Alexander explained only flexible bollards can be installed there.

It was proposed to obtain a quote for bollards outside the premise, and also for more outside the Co-op on the South Coast Road, along with obtaining the appropriate licensing, and for a report back to the next Committee.
Proposer: Cllr Gordon-Garrett Seconded by: Cllr Studd
All in favour.

12. PH1951 TO RECEIVE UPDATES FROM TASK & FINISH GROUPS (TFGs):

a. Planters, Wildflowers and Public realm along South Coast Road

The Chair explained this had already been discussed in this meeting.

b. Public Safety Working Party

Cllr Seabrook updated committee, explained the PCSOs did not attend the last meeting, and that schools are still not engaging.

20:30 - Vote to suspending orders: all in favour.

The member of public explained that the issue of cars at Meridian school is horrendous, and that schools have shown no interest in resolving the issue. The Chair explained that this needs to be re-visited. Cllr Sharkey expressed concern with issues around schools and cars, and agreed it needs to be prioritised as an issue.

20:33- standing orders were reinstated.

c. Rights of way

Cllr Gordon-Garrett said there was no update.

d. Grass – cutting contract

The Chair said there was no update.

e. Meridian Monument and Area TFG

The Chair explained this had already been discussed in the meeting.

13 TO COMMENT ON the following Planning applications as follows:-

PH1952 LW/24/0128 51 South Coast Road

It was proposed to support the application

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Harman.

The Committee resolved to **agree** to the proposal.

20:35 – 1 attendee left the meeting.

PH1953 LW/24/0276 2 Steyning Avenue

It was proposed that no comment be made.

Proposed by: Cllr Sharkey Seconded by: Cllr Alexander

The Committee resolved to **agree** to the proposal.

PH1954 LW/23/0115 31 Slindon Avenue

It was proposed to object the application on the basis that the plot is small and that more of the verge would be lost.

Proposed by: Cllr Gordon-Garrett Seconded by: Cllr Alexander

Six Councillors resolved to **agree** to the proposal.

One Councillor **abstained**.

PH955 LW/24/0313 124 The Promenade

Cllr Campbell declared an interest and withdrew from meeting for this item.

It was proposed to object on the grounds of not in keeping with the area, and over-developed.

Proposed by: Cllr Alexander Seconded by: Cllr Harman

The Committee resolved to **agree** to the proposal.

PH1956 LW/24/0223/CD 81 - 83 South Coast Road

The application was **noted**

PH1957 LW/24/0209 27 Coney Furlong

It was proposed to support the application.

Proposed by: Cllr Sharkey Seconded: Cllr Gordon-Garrett.

14. TO NOTE the following Planning decisions

PH1958 LW/24/0111 Scout Hut Arundel Road

The Committee **noted** the planning decision.

PH1959 LW/24/0105 Land Adjacent 4 to 4 Telscombe Road

The Committee **noted** the planning decision.

PH1960 LW/24/0040/CD Peacehaven And Telscombe Football Club Piddinghoe Avenue

The Committee **noted** the planning decision.

PH1961 LW/24/0021 32 Horsham Avenue

The Committee **noted** the planning decision.

PH1962 LW/23/0749 3A Capel Avenue

The Committee **noted** the planning decision.

PH1963 LW/23/0449 170 - 172 South Coast Road

The Committee **noted** the planning decision.

PH1964 LW/23/0427 5 Greenhill Way

The Committee **noted** the planning decision.

PH1965 LW/24/0183/CD 35 Horsham Avenue

The Committee **noted** the planning decision.

PH1966 LW/24/0087 7 Bramber Close

The Committee **noted** the planning decision.

15. PH1967 TO NOTE PLANNING & HIGHWAYS COMPLAINTS

The Chair summarised the complaints.

The complaints were **noted**.

16. PH1968 TO REVIEW & UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED.

The Chair introduced the action plan.

No further changes were made, and the action plan was **noted**.

17. PH1969 TO AGREE DATE FOR THE NEXT MEETING TUESDAY 4TH JUNE 2024

The next meeting was **confirmed** as Tuesday 4th June 2024.

There being no further business the meeting ended at 20:55.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
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DRAFT Minutes of the meeting of the Planning & Highways Committee meeting held in the Anzac Room, Community House on 4th June 2024 at 7:30pm.

Present: Cllr Gordon-Garrett (Chair), Cllr Campbell, Cllr Harman, Cllr Gallagher, Cllr Sharkey, Cllr Davies, Cllr Seabrook, Cllr Donovan.

Officers: Zoe Polydorou (Meetings & Projects Officer), Vicky Onis (Committees and Projects Assistant)

9 members of the public were in attendance.

1. PH1970 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone, ran through the fire exit procedure, and asked for mobile phones to be switched off.

2. PH1971 PUBLIC QUESTIONS.

There were 2 public questions.

Resident 1 raised questions and concerns over the grass cutting, covering how it compared to previous years in terms of financially, the frequency and the areas cut; that the cuts are starting later and more are being left uncut; how it was possible that an area redesignated from rural to urban missed the deadline; why is the north side of the A259 never cut, and the problems with that since it borders the cycle lane; why the drains at the junctions of the unadopted roads on A259 aren't emptied but the ones in between are; and whether there are plans to clear the French drain, which is overgrown with vegetation, and to have the cattle grids emptied.

The Chair responded that these would be investigated, and a response would be provided to the resident.

Resident 2 raised concern over Plot 44 Links Avenue (PH1993 SDNP/24/01263/FUL), explained the background of the area, the concern of the land clearance, and the issue of the routeway being used to access the plot, and suggested the planning application should be put on hold due to the court case.

19:34 Cllr Davies left the meeting.

19:36 Cllr Davies rejoined the meeting.

There was a further comment from another resident over plot 44 Links Avenue, who explained the owner of Plot 44 had to break through verge, not his land, to get there.

The Chair read out communication from a fourth resident also concerned over the planning application for 44 Links Avenue, which questioned whether South-East Water had been contacted in relation to the impact on ground water seepage and contamination into the local reservoir, and raised concern over the impact on the wildlife and natural beauty of the area.

3. PH1972 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There was 1 apology of absence from Cllr Studd, and Cllr Harman substituted.

4. PH1973 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were 0 declarations of interest.

5. PH1974 TO ELECT A VICE CHAIR OF THIS COMMITTEE

It was proposed that Cllr Campbell be Vice Chair of Committee.
Proposed by: Cllr Seabrook Seconded by: Cllr Harman

It was proposed that Cllr Davies be Vice Chair of Committee.
Proposed by: Cllr Gallagher Seconded by: Cllr Donovan

Each received 4 votes, until the casting vote was made.

Cllr Campbell was **elected** Vice Chair of the P&H Committee.

6. PH1975 TO ADOPT THE MINUTES FROM THE 7TH MAY 2024

Cllr Gallagher raised a point of order, and explained that two parts of the minutes that were understood to be a true reflective of the meeting, were factually incorrect, and that these were:-

The Kaner Olette report had been commissioned by the steering group but had not been approved or discussed by PTC, and that the Kaner Olette report was not adopted by the Council.

Cllr Seabrook agreed that the Kaner Olette was discussed, but that the report could not have been adopted as it was not a practical plan at that stage, and it could only have been received as a report and taken forward to committee.

It was proposed that the minutes were an accurate reflection of the meeting and to adopt the minutes.

Proposed by: Cllr Sharkey. Seconded by: Cllr Campbell

It was resolved to **adopt** the minutes.

PH1993 SDNP/24/01263/FUL Plot 44, Links Avenue, Peacehaven

It was raised that there was concern over having hard standing in the area, the height and type of the fence, the location of the plot within the SDNP area and its impact on the biodiversity of the area, and that clarification on what is being stored on the plot would be needed before any planning decision is made.

There was concern from Committee over the lack of information available surrounding class B8, and grounds to object in relation to the Neighbourhood Plan PT4 – Development affecting the SDNP to include anything that disturbs the tranquility and the dark skies of the SDNP.

It was proposed to oppose the application on the grounds of being in breach of:-

Two of the core SDNP Plan policies para 4.27- sustainable transport, and biodiversity

SDNP policies SD4.1 a,b&c, and SDNP 4.4 & 4.5 – Content and type of landscape in which it is located.

SDNP local plan policy SDNP5 – the design has to adopt a landscape-led approach.

Strategic Policy 9.1 and 9.1 b and c, 11.2, 11.4, 11.5, 11.7 - Conservation of biodiversity and enhancement of biodiversity and hedgerows/woodlands.

Along with the potential issue of sewage at the plot, especially in the context of the water company's reservoir storage close by.

Proposed by: Cllr Campbell Seconded by: Cllr Seabrook

Committee resolved to **oppose** the application.

19:57 Six members of the public left

7. PH1976 TO NOTE AND REVIEW THE COMMITTEES BUDGETARY REPORT

The budgetary report was **noted**.

8. PH1977 TO RECEIVE A VERBAL UPDATE FROM CLLR GALLAGHER CHAIR OF THE STEERING GROUP OF THE NDP

Cllr Gallagher confirmed the examiner had commenced her work, and that the responses to the supplementary schedule 16 have been supplied to the steering group and will be made public.

Cllr Gallagher explained that, with regards to the Kaner Olette report, in contrast to the first factual inaccuracy within the minutes of 7th May 2024 (that ‘...the Kaner Olette report had been commissioned by the steering group but had not been approved or discussed by PTC...’), the opportunity to have a grant became available for towns doing their Neighbourhood Plans, and the grants were for the regeneration of highstreets from the Leveling up funds from the government. The proposal to accept the grant funding and to commission a report was recorded at the P&H Committee meeting 5th April 2022, item PH1310. On 6th April 2022 the Town Clerk accepted the grant from Ground Work (the independent company that administered the grant). On 26th April 2022 the item was taken to P&F as item 764 and it was resolved to accept the grant, and on 21st June 2022 it was ratified at Full Council.

20:02 – 2 members of the public left.

20:03 – 1 member of the public left.

Cllr Gallagher confirmed that the Kaner Olette report was not adopted by Council since it is a feasibility report and not a policy document; that it was presented at an open meeting on 31st 2023 and at a P&H Committee meeting of that date, item PH1543 recorded that the presentation was funded from a grant available from the Neighbourhood Plan. Furthermore, that at P&H Committee on 21st Feb 2023, PH1560, it was recorded that approaches to progressing the improvements detailed in the Kaner Olette re -port were suggested, including breaking the report into smaller projects and progressing them through the Committee.

Cllr Campbell apologised insofar as the misinformation was her fault

9. PH1978 TO RECEIVE AN UPDATE ON AIR QUALITY MONITORING ZOOM MEETING.

The Meetings & Projects Officer provided a general introduction to the report, including that the current devices along the A259 did not show any issues with the air quality, and gave a very rough ballpark figure of around £6,000 for installing the hedging and for its maintenance by a contractor over a 3-year period.

The Chair explained that small moveable devices are available to provide real-time data, and cost around £6,000.

The Meetings & Projects Officer agreed to provide councillors with information of where to find the data from the current devices in Peacehaven.

It was discussed that hedging should only be planted if it is found that there is an issue with air quality, and Cllr Seabrook mentioned the possibility of a handheld device at around £150, but that it would require manual usage.

The report was **noted**.

10. PH1979 TO PROPOSE SPECIFIC REQUIREMENTS FOR THE WILDFLOWER MEADOWS OF THE INLETS REPORT (IN REFERENCE TO PH1947 ON 7TH MAY 2024)

The Meetings & Projects Officer explained the reasoning behind the report, including whether an impact assessment and public consultation are carried out, to cover who would be responsible for ongoing maintenance, since the grounds team are not qualified to work near to highways.

It was suggested that the Meetings & Projects Officer investigate the cutting regime and differences for the wild meadow verges and wildflower meadows at Telscombe Town Council.

20:22 – The Committees and Assistant Projects Officer left the meeting

20:23 The Committees and Assistant Projects Officer rejoined the meeting.

Cllr Campbell suggested that the following areas be considered for the inlets report:-

- 1 – Which of the inlets are to be considered
- 2 – A full survey of all nearby residents
- 3 – A full costing (capital investment and maintenance)

11. PH1980 TO NOTE THE MERIDIAN MONUMENT AND AREA UPDATE

The report was **noted**.

12. PH1981 TO AGREE TO THE RELOCATION OF THE A1 BOARD (WEST END)

It was proposed to agree to the relocation of the A1 board (West end).

Proposed by: Cllr Campbell Seconded by: Cllr Seabrook.

All in favour.

13. PH1982 TO DECIDE ON INSTALLATION OF BOLLARDS ON THE SOUTH COAST ROAD (CO OP)

There was general discussion around the report, including the possibility of contacting Co-op head office about the concerns and whether they would finance the project.

The Committees and Assistant Projects Officer was thanked for their report.

It was proposed to revisit this near to the next budget setting.

Proposer: Cllr Donovan Seconder: Cllr Gallagher

All in favour.

14. PH1983 TO INTRODUCE A NEW PLANNING & HIGHWAYS FORM AND AGREE TO IT BEING USED.

It was agreed to start using the new form.

Proposed by: Cllr Gallagher Seconded by: Cllr Davies.

All in favour.

15. PH1984 TO RECEIVE UPDATES FROM TASK & FINISH GROUPS (TFGs):

a. Public Safety Group

Cllr Seabrook said there was no update but that the TFG were planning to meet soon.

b. Rights of way

Cllr Gordon-Garrett confirmed there was nothing to report.

c. Grass – cutting contract

The Committees and Assistant Projects Officer confirmed the next cut as week commencing 25th June 2024.

Cllr Campbell explained the TFG had not moved forward due to seeing how the new contract worked out, and now it would progress.

Cllr Davies explained the grass is not cut properly, and is left on roads and pavements, and grass cutting needs to be looked into as it is also not value for money, and added that strimming no longer takes place, and it is a major issue that needs to be investigated.

A general discussion took place around the current cost of the grass cutting; that an improved service and more cuts would need to be budgeted at the next budget setting; that residents need to be consulted and that there is a safety issue at Pelham Rise, especially for those in wheelchairs and children, because of the long grass.

It was confirmed that a report from the TFG would be brought to the next meeting to cover these issues.

16. TO COMMENT on the following Planning applications as follows:-

PH1985 LW/24/0329 138 South Coast Road Peacehaven

It was proposed to oppose to the application based on LDC Core Policy 6 – that retail space should remain as retail space.

Proposer: Cllr Gallagher Seconder: Cllr Sharkey
Committee resolved to **oppose** the application.
1 abstention.

PH1986 LW/24/0287 226 - 230 South Coast Road Peacehaven

It was proposed to support the application.

Proposed by: Cllr Seabrook. Seconded by: Cllr Gallagher.

Committee resolved to **support** the application.

PH1987 LW/24/0328/CD Lower Hoddern Farm Hoddern Farm Lane Peacehaven

The Committee **noted** this application.

PH1988 LW/24/0357 81 - 83 South Coast Road Peacehaven

It was discussed that there was too much development within such a small area.

It was proposed to oppose the application on the grounds that a new, rather than revised, application is made due to there being too much change from the 2018 original including a big cut in retail space and change from three to four floors along with the front parking being dangerous and the parking at the back being inadequate, the increase of dwellings from 9 to 15 and there being no affordable housing.

The material consideration is density and over development on the plot.

Proposed by: Cllr Campbell. Seconded by: Cllr Gallagher.

Committee resolved to **oppose** the application.

PH1989 LW/24/0352 9 Searle Avenue Peacehaven

It was proposed to support this application, subject to the condition that the grass verge is kept between the two entrances, in line with the Neighbourhood plan and the policy in the design guide – where car parking space should only be for 1 vehicle.

Proposed by: Cllr Campbell Seconded by: Cllr Gallagher

Committee resolved to **support** the application.

PH1990 LW/24/0331 30 Sunview Avenue Peacehaven

It was proposed to support the application, on the condition that the grass verge between the two entrances is retained as per the emerging Neighbourhood Plan design guide.

Proposed by Cllr Campbell Seconded by: Cllr Sharkey

Committee resolved to **support** the application.

PH1991 LW/24/0346 25 Phyllis Avenue Peacehaven

Committee raised concern that the plan would be an over development of the site, that is out of keeping with the area, that it would remove the trees on the plot, the importance of needing to protect the verges, the effect on the street scene, and that it is against the emerging plan PT 1, PT 3 (landscaping), against the loss of bio-diversity PT 17, and against urban greening PT 19, and LDC plan DM 25.

It was proposed to oppose the application on the grounds that the application form's report on existing trees and hedges does not accurately describe the vegetation on the site. But that, if the application is passed, the following conditions to be imposed:-

1. The grass verge on pavement is maintained between the 2 dropped kerbs.

2. That there is a net gain in biodiversity

3. That work is started after the bird nesting season

Proposed by: Cllr Gallagher Seconded by: Cllr Campbell

Committee resolved to **oppose** the application.

PH1992 LW/24/0369 21 Malines Avenue Peacehaven

It was proposed to support the application on the condition that it should not go beyond the original building line.

Proposed by: Cllr Gallagher Proposed by: Cllr Sharkey.

Committee resolved to **support** the application.

13 TO NOTE the following Planning decisions

PH1994 LW/24/0209 27 Coney Furlong Peacehaven
The Planning decision was **noted**.

PH1995 LW/24/0208 244 South Coast Road Peacehaven
The Planning decision was **noted**.

PH1996 LW/24/0128 51 South Coast Road Peacehaven
The Planning decision was **noted**.

PH1997 LW/23/0395 1 Bramber Avenue Peacehaven
The Planning decision was **noted**.

17. PH1998 TO NOTE PLANNING & HIGHWAYS COMPLAINTS

The Committee **noted** this.

18. PH1999 TO REVIEW & UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED.

There were no updates made to the action plan.

19. PH2000 TO AGREE DATE FOR THE NEXT MEETING TUESDAY 2ND JULY 2024

The next meeting was **confirmed** as 2nd July 2024.

There being no further business the meeting ended at 21:20.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Planning & Highways Committee meeting held in the Anzac Room, Community House on 2nd July 2024 at 7:30pm.

Present: Cllr Gordon-Garrett (Chair), Cllr Campbell (Vice Chair), Cllr Studd, Cllr Gallagher, Cllr Sharkey, Cllr Davies, Cllr Seabrook

Officers: Zoe Polydorou (Meetings & Projects Officer), Vicky Onis (Committees and Projects Assistant)

5 members of the public were in attendance.

1. PH2001 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone, ran through the fire exit procedure, asked for phones to be switched off and announced the meeting is being recorded. The following announcements were made:-

- Friday 5th July 10:30am – 11:30am – Community House - Meet the Mayor
- Saturday 13th July 11am – 3pm - Towards Carbon Zero Peacehaven
- 17th July 2 – 4pm - Bingo
- Friday 19th July - Quiz
- 28th July – Civic Service
- 6th July – Telscombe Summer Fair

2. PH2002 PUBLIC QUESTIONS.

There were 4 public questions.

The first question was from a long-term resident in relation to concern with landslip at Rushey Hill, and who underlined the contents of the Report (item PH2009). Concern was expressed that there was no strategy within the County Council for dealing with landslips, no expertise within the council about what has been built before, or how to manage the area in the future, and that it was unclear as to whether there was any current monitoring. The resident explained that a lot of work had been carried out on the road, including drainage, described the history of the road, and expressed concern that more weight on the road is being added with repairs, which is not ideal for landslips, and cracks were now on both lanes. The question was what are the ongoing investigations at Rushey Hill?

The Chair thanked the resident for the information and question.

Another resident raised 3 questions. The first related to concern over the state of the south coast road pavements, and that increased pavement usage (bikes, electric scooters and roller skaters), and the weight of more housing was adding to their demise. The question was, what can Peacehaven Town Council do to improve the state of the pavement?

The second question was how did a new café built next to the post office get the go ahead when it does not have level street access and therefore does not conform to EIA (Environmental Impact Assessment) regulations?

As part of the access group, Cllr Seabrook expressed that it wasn't obvious in the plans that there was a step down and that it was the responsibility of LDC since they approve planning applications.

The third question queried what Peacehaven Town Council thought about only have 1 surgery in the town?

The Chair agreed that infrastructure is very poor, commented that with the release of the Lewes draft plan this year hoped that it would not encourage a lot of building, and confirmed that Officers would follow up the questions.

The Chair thanked public for the questions.

A resident raised concern over the decreasing width of the footpath in relation to the grass cutting.

3. PH2003 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There were 0 apologies for absence.

4. PH2004 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were 0 declarations of interest.

5. PH2005 TO ADOPT THE MINUTES FROM THE 4th JUNE 2024

Cllr Gallagher raised that the minutes from the P&H Committee meeting on the 4th June 2024 had been recorded with the month missing after the '31st'.

It was noted that this was missing and would be updated (this has been subsequently added as January).

It was proposed to adopt the minutes from 4th June 2024.

Proposed by: Cllr Gallagher Seconded by: Cllr Sharkey

The Committee **resolved** to **adopt** the minutes of the 4th June 2024.

6. PH2008 GRASS CUTTING REPORT

The Meetings & Projects Officer ran through the report.

Cllr Gallagher explained that the section near to the Outlook has not been cut, and expressed that the emergency special cut mentioned before was priority.

Cllr Campbell emphasised the future grass cutting costs and explained that the plan was for the TFG to research other options, where a comprehensive report could be brought to Committee by September at the latest before Officers contact ESCC about the revised schedule.

A member of public left the meeting.

It was proposed to not go ahead with the recommendation for Officers to contact ESCC for the time being, but for the TFG to research future grass cutting options and bring a report back to Committee.

Proposed by: Cllr Campbell Seconded by: Cllr Sharkey

All in **favour**.

To research future grass cutting options.

Proposed by: Cllr Campbell Seconded by: Cllr Studd

All in **favour**.

Cllr Campbell commented that if anyone is interested helping in the research to contact an Officer, Cllr Campbell or Cllr Studd.

7. PH2009 TO NOTE THE REPORT ABOUT THE A259 BETWEEN TUDOR ROSE AND CRESTA DRAINAGE

Members suggested the information, photos and public questions be forwarded to ESCC Highways, County Councillors and relevant LDC Councillors and Officers, for instance Cllr Collier and Cllr Robinson.

Cllr Davies expressed LDC was carrying out a lot of work going on this, that along with himself, LDC Officers, and the county councillors were fully aware of the situation, and were taking it forward, and that an update from ESCC should be sought. He explained the reason LDC is involved is because of the grass cutting.

Cllr Davies to be liaised with on this subject.

The report was **noted**.

8. PH2006 TO NOTE AND REVIEW THE COMMITTEES BUDGETARY REPORT

Cllr Campbell queried whether the grass cutting was paid out of last year's budget rather than this years', whereby it was confirmed that this would be checked with the RFO.

The budgetary report was **noted**.

9. PH2007 TO NOTE REPORT - UPDATE OF NEIGHBOURHOOD DEVELOPMENT PLAN (NDP) FROM CLLR GALLAGHER CHAIR OF THE STEERING GROUP FOR THE NDP

Cllr Gallagher updated Committee on the status of the plan, ran through the report, explained that it was an aid to the background and details of the NDP, that two town councils Peacehaven and Telscombe were the qualifying body; that the role of the steering group was to ensure regular meetings, and that the steering group did not write the plan, and was written by key figures and qualified professionals.

Cllr Seabrook expressed that it would have been useful if infrastructure had been included in the plan, and that it optional as per the Government's Neighbourhood Development plan website. Cllr Gallagher expressed she had been informed infrastructure could not be included, and would ask the Town Clerk to look into it.

Cllr Campbell appreciated for the work that had gone into the plan but was puzzled why the steering group was not the qualifying body when it was stated in a document that it was, and requested to see records of where the two councils had reached the decision to appoint consultants. And with regards to item 4 –the hub building was put forward for assessment - queried whether this came before committee or council for a decision. It was requested that the evidence for these queries to be found by Officers.

Cllr Campbell raised concern with adhering to an increase in housing numbers in reference to the NDP and the design guide, for instance at the valley road area, and also the Meridian Centre, if, for instance, a new application was ever to be put forward.

Cllr Campbell then expressed concern about Section 5 - a centre for Peacehaven Policy PT 37 & 38, which states the design code is part of NDP – as the Meridian centre has no provision for a civic centre.

Cllr Gallagher responded that the latest version of NDP has 37 policies, and that the items mentioned by Cllr Campbell had been removed; that the design code was not a planning document, but aspirational; that in 2017 there was already a plan in mind for The Hub; that the NDP designated where the land use should be and was the opportunity for the hub to be assessed, and provided a short cut to any planning applications.

20:32 – 1 member of the public left.

The report was **noted**.

10. PH2010 UPDATE ON ISSUES RAISED TO LDC

20:33 – 1 member of the public left the meeting.

The Chair explained that most of answers would be with PTC in September.

The updates were **noted**.

11. PH2011 VERBAL UPDATE ON PUBLIC REALM

Cllr Seabrook explained the issues with a new pole installed outside the newsagents at Roderick Avenue, including that was further restricting the width of the path.

20:36 – 1 member of the public left the meeting.

Members discussed the unsuitable position of the pole, and the Meetings & Projects Officer read out an email from B&H buses explaining their reasoning: "They are being installed to hold the timetable frames and flags - as when those old RTI's are replaced they won't have an extension box or anything on them - so every stop will have a pole unless a lamp post is in the suitable position. We also use these poles - with flags, to guide the driver where to stop".

It was proposed that Officers request clarification into the email from Brighton and Hove Buses, and for the pole to be moved.

Proposed by: Cllr Campbell Seconded by: Cllr Seabrook

All in favour

Cllr Seabrook suggested that the pole be moved near to the nearby wall, and Cllr Campbell requested clarification as to whether the RTIs were to be abolished.

12. PH2012 QUOTE FOR REPLACEMENT OF BOLLARDS SOUTH COAST ROAD

The Meetings & Projects Officer summarised the report.

Cllr Seabrook commented that the pavement was not designed for vehicles and would deteriorate.

It was proposed to not replace the bollards.

Proposed by: Cllr Gallagher. Seconded by: Cllr Sharkey.

All in favour.

13. PH2013 TO RECEIVE UPDATES FROM TASK & FINISH GROUPS (TFGs):

a. Public Safety Group

Cllr Seabrook explained there was no report, and that there will be a meeting in a couple of weeks.

b. Rights of way

The Chair confirmed there was no update.

c. Grass – cutting contract

Cllr Campbell expressed this had already been reported on.

12. TO COMMENT on the following planning application:-

PH2014 LW/24/0404 7 Tollgate Peacehaven

It was commented on that the plan was not to the rear of the building, but to the side, and that the neighbour was in favour.

It was proposed to support the application

Proposed by: Cllr Seabrook Seconded by: Cllr Sharkey.

All in favour.

13 TO NOTE the following Planning decisions:-

PH2015 LW/24/0403/CD

The Planning decision was **noted**.

17. PH2016 TO NOTE PLANNING & HIGHWAYS COMPLAINTS

The Committee **noted** this.

18. PH2017 TO REVIEW & UPDATE THE P&H ACTION PLAN AND AGREE ANY ACTIONS REQUIRED.

Cllr Seabrook said that the Pelham Rise Bus stop was now complete.

The Chair confirmed there was no further work for this committee for the Kaner Olette report.

Cllr Gallagher explained there was no further progress with the pond at Lake Drive pond, and would find out along with Cllr OConnor the best way to progress it. Then mentioned issues with grass not being cut in local LDC green spaces, that progress was being made with the toilets, and that LDC was responsible for Lake Pond Drive, Ashington gardens, the memorial park, and The Bricky, which needed priority in terms of safety.

19. PH2018 TO AGREE DATE FOR THE NEXT MEETING TUESDAY 30TH JULY 2024

The next meeting was **confirmed** as Tuesday 30th July 2024.

There being no further business the meeting ended at 20:54.

Agenda Item:	C1248bi
Committee:	Full Council
Date:	23 rd July 2024
Title:	Financial position of the council year to date
Report Author:	Responsible Financial Officer
Purpose of Report:	To note the council's financial position year to date and agree any additional financial information required for future committee meetings

Summary of recommended actions

1. To **note** the contents of the report and attached financial information
2. To **sign** the bank reconciliation and original bank statement

Introduction

The attached reports summarise the council's overall financial position as at the end of month 3 (June 2024) An explanation of each report is included in the analysis below, along with comments regarding the council's position.

Analysis

Barclays Bank account summary

This document summarises the balances of the council's three bank accounts as at 30 June 2024 In addition, full statements of each account are provided to the council offices which are used to perform the monthly bank reconciliations (see below for more information on bank reconciliations).

It is worth noting that although there is protection provided by the Financial Services Compensation Scheme (FSCS), Peacehaven Town Council does not meet the criteria to qualify as the annual income of the council exceeds the €500,000 threshold.

Bank reconciliation statements – cashbooks 1 & 2

The bank reconciliation statements are used to verify the accounting entries processed through the council's accounting system to the entries appearing on the bank statement. This process is completed on a monthly basis and forms an important part of the internal checks.

As the revised Financial Regulations have now been adopted by council, FR 2.2 outlines the requirement for the bank reconciliations to be verified by a councillor (other than the Mayor or bank signatory) and recorded in the minutes of the meeting. – **Action 2 above**

The council operates two separate cashbooks. Cashbook 1 is used on a daily basis and all of the income and expenditure of the council is processed through this cashbook. Cashbook 1 is made up of the collective balances of two bank accounts – the Business Current Account and Active Saver.

The reconciliation statement explains why the balances held on the bank accounts do not match the amounts entered onto the accounting system. This will be for a combination of two reasons – (1) there are cheques or other payments entered onto our accounting system which have not yet debited the bank account (shown as **Unrepresented Cheques (Minus)**) on the bank reconciliation statement and (2) receipts entered into our accounting system which do not yet appear on the bank statement (shown as **Receipts not Banked/Cleared (Plus)**).

As councillors may be aware, any receipts received at the council offices, either cash or cheque, are paid into the Post Office on a regular basis as there is no local Barclay Bank to use. This means that it takes two working days for the entries to appear on the bank statement.

The key information to verify on the bank reconciliation statements are (1) the balances entered at the top (shown as **Bank Statement Account Name**) match the bank balances from the bank statement and (2) the final figure on the reconciliation statement (shown as **Difference is**) equals zero. This confirms that the bank account has successfully reconciled.

Cashbook 2 is used for the Business Premium Account. This account is used to hold funds not instantly needed by the council, and other than transfers to/from one of the other accounts, has no income or expenditure other than interest, which is received on a quarterly basis. The reconciliation statement therefore is unlikely to ever have any outstanding entries and should always match the bank balance.

Detailed income and expenditure

This report details the council's position in regard to its income and expenditure to date compared to the agreed budget.

The income and expenditure are processed and assigned to **nominal codes** (the four digit number on the left hand side of the report, i.e. 4001 Salaries, 4002 Employer NI Contributions, etc.) and **cost centres** (the three digit underlined numbers in red, i.e. 100 General Administration, 110 Civic Events, etc.).

It is worth noting that all expenditure nominal codes start with a 4, all income nominal codes start with a 1.

The information in the columns is as follow:

- **Actual year to date** – the total amount spent so far this financial year for that particular nominal code
- **Current Annual Bud** – the agreed budget for the entire financial year for that particular nominal code
- **Variance Annual Total** – The amount of the budget remaining available to use for the remainder of the current financial year. For expenditure nominal codes (those starting with a 4), a negative figures means the council has already spent more than the budget for the entire financial year. For income nominal codes (those starting with a 1), a positive figure means the council has already received more income than it budgeted to receive for the entire financial year.
- **Committed expenditure** – not currently used by this council
- **Funds available** – the amount of money remaining available to spend during the remainder of the financial year.
- **% of budget** – the percentage of the total budget spent so far in the financial year. It is worth noting that while some nominal codes are spent relatively evenly throughout the year, others are not and may be paid in one single instalment (i.e. insurance, election costs, etc.) or in two equal instalments (i.e. the precept, some of the rates for the council's buildings, etc.).

At the foot of the report, the council's income and expenditure overall position is summarised. This shows that 28.0% of the budgeted expenditure has been spent so far, and 60.3% of the budgeted income has been received as at the end of month 3 (June 2024)

Detailed balance sheet

The balance sheet shows the councils current position in respect of its **assets** (money the council has and/or is owed to it) and **liabilities** (money the council owes to others) and how those funds are allocated within the councils accounts (shown as *Represented By*).

It should be noted that the balance sheet is generated from the accounting system, and therefore the bank balances detailed within the assets will not match the bank statements due to the reconciliation differences.

The *Represented By* section of the balance sheet contains the balances of the general and earmarked reserves, along with a balance shown as Current Year Fund. The Current Year Fund represents the amount remaining available to spend within this year's budget as at the date of the report, and will correspond to the **Net Expenditure over Income** figure shown at the bottom of the Detailed Income and Expenditure report.

At the financial year end on 31 March 2025, any remaining balance on the Current Year Fund will go into the council's general reserve (unless the council resolves to place some or all of it to an earmarked reserve). If the year-end figure is negative, the balance will be taken out of the council's general reserve.

Thus, the Current Year Fund can be viewed effectively as a profit/loss for the year against budget.

Implications

The Town Council has a duty to consider the following implications:

<u>Financial</u>	The council has a fiduciary responsibility to the local taxpayers and a duty to keep under review its overall financial position in regard to performance against budget and retaining adequate financial reserves to support its services and functions.
<u>Legal</u>	There are no direct legal impacts.
<u>Environmental and sustainability</u>	There are no direct environmental or sustainability impacts.
<u>Crime and disorder</u>	There are no direct crime and disorder impacts.

Appendices/Background papers

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Policy & Finance Committee Meeting held in the Anzac Room, Community House on Tuesday 30th April 2024 at 7.30pm.

Present: Cllr Sue Griffiths (Chair of Committee), Cllr Mary Campbell (Vice Chair of Committee), Cllr David Seabrook (Chair of Council), Cllr Isobel Sharkey (Vice-Chair of Council), Cllr Wendy Veck, Cllr Debbie Donovan, Cllr Ian Alexander, Cllr Paul Davies, Cllr Cathy Gallagher.

Officers: George Dyson (Town Clerk).

No members of the public were in attendance.

1. PF998 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:41, welcomed everyone, asked that phones be put onto silent, briefly went through the building fire procedures, and informed the Committee that the next Bingo is next Wednesday.

2. PF999 PUBLIC QUESTIONS

There were no public questions.

3. PF1000 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were received from Cllr Cheta, with Cllr Davies substituting.

4. PF1001 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

Cllr Griffiths and Cllr Seabrook both declared non-pecuniary interests in item PF1009.

5. PF1002 TO ADOPT THE COMMITTEE'S MINUTES OF 12TH MARCH 2024

Proposed By: Cllr Sharkey **Seconded By:** Cllr Seabrook

The minutes were **agreed** and **adopted**.

6. PF1003 TO RECEIVE THE MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 15TH FEBRUARY 2024

Proposed By: Cllr Gallagher **Seconded By:** Cllr Donovan

The minutes were **agreed** and **adopted**.

7. PF1004 TO NOTE THE DRAFT MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 18TH APRIL 2024

The Committee **noted** the draft minutes.

8. PF1005 TO REVIEW THE FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -

1. Finance Officer's report

The Town Clerk briefly summarised the RFO's report.

Cllr Campbell asked about whether any issues had been highlighted in the Internal Auditors report. The Town Clerk informed the Committee that the only things flagged up were those which were expected and that the report in full would be going to the Annual Council meeting.

Cllr Gallagher asked about the allocation of the £30k reserve money, and what heading this is under. The Town Clerk confirmed that the money is for Community House improvements, and that it would be on the budget monitoring report seen by this Committee.

2. Bank account & Bank Reconciliation statements (for signing)

Proposed by: Cllr Campbell **Seconded by:** Cllr Alexander
The Committee **resolved** to **agree** to sign the bank reconciliation statements.

3. Income & Expenditure report

The Committee **noted** the report.

4. Balance Sheet

The Committee **noted** the balance sheet.

5. CIL & S.106 report (income, expenditure & bids)

The Committee **noted** the report.

6. List of payments (for approval)

Proposed by: Cllr Campbell **Seconded by:** Cllr Alexander
The Committee **resolved** to **approve** the list of payments.

7. Review of external contracts, SLA's & their ongoing authorisations

The Committee **noted** the report.

8. Funding report for buildings equipment maintenance work

The Committee **noted** the report.

9. PF1006 TO ADOPT REVISED T&Cs FOR THE HUB

The Chair introduced the report and highlighted which areas decisions needed to be made in. The Committee discussed the draft document.

It was proposed that the Committee agree to the second option for condition 1.1 (basing deposit on hire time rather than hirer age).

Proposed by: Cllr Campbell **Seconded by:** Cllr Seabrook
The Committee **resolved** to **agree** to this proposal

It was proposed to remove condition 9.2.

Proposed by: Cllr Veck **Seconded by:** Cllr Gallagher
The Committee **resolved** to **agree** to this proposal

It was proposed to remove the first sentence of condition 9.4.

Proposed by: Cllr Alexander **Seconded by:** Cllr Donovan

The Committee **resolved** to **agree** to this proposal

It was proposed, that subject to the above amendments, the Committee agree to adopt this revised terms and conditions for the Hub.

Proposed by: Cllr Sharkey **Seconded by:** Cllr Donovan

The Committee **resolved** to **agree** to this proposal

10. PF1007 TO AGREE TO PURCHASE A NEW TRACTOR

It was proposed that Committee agree to the recommendation in the report to purchase the Kubota tractor.

Proposed by: Cllr Seabrook **Seconded by:** Cllr Gallagher

The Committee **resolved** to **agree** to this proposal

11. PF1008 TO AGREE TO RECOMMEND THAT COUNCIL CHANGE A DECISION FROM ITEM PF970 (RESERVE BANK ACCOUNT ALLOCATION)

It was proposed that the recommendation to refer the matter to Full Council be agreed.

Proposed by: Cllr Gallagher **Seconded by:** Cllr Campbell.

The Committee **resolved** to **agree** to this proposal.

Cllr Campbell took the Chair at this point (20:09)

12. PF1009 TO AGREE WHETHER TO RETURN A DEPOSIT FROM A HUB BUILDING HIRER

Cllr Campbell gave a summary of what she had found out since this report was first brought to her attention, and suggested that in her opinion the deposit should be returned on this occasion.

Cllr Veck queried why this matter had come to this Committee, the Clerk explained the reasoning behind it being at the Committee.

The Committee discussed the handling of the matter and implementation of the terms and conditions.

It was proposed that the full deposit be refunded to the hirer.

Proposed by: Cllr Gallagher **Seconded by:** Cllr Veck

The Committee **resolved** to **agree** to this proposal.

The Committee further discussed the reporting mechanisms for this sort of issues, the Clerk explained that in the future they could be logged as incidents through the HR system.

Cllr Griffiths returned to the Chair (20:21)

13. PF1010 TO DECIDE ON A QUOTE TO INSTALL CCTV AT COMMUNITY HOUSE

The Committee discussed the quotes provided in detail, after which it was proposed that the Committee proceed with the second quote included in the meeting papers at a cost of £3516.00.

Proposed by: Cllr Donovan **Seconded by:** Cllr Alexander

The Committee **resolved** to **agree** to this proposal.

14. PF1011 DATE OF NEXT MEETING – TUESDAY 9TH JULY 2024 AT 7.30PM.

The Date of the next meeting was confirmed as 9th July 2024 at 7.30pm.

15. PF1012 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Campbell

Seconded by: Cllr Sharkey

The Committee **resolved** to exclude press and public from the following items.

CONFIDENTIAL

In accordance with Standing Order 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the business to be transacted, the public and press are excluded from the discussion of the following items:-

16. PF1013 AGED DEBT ANALYSIS.

The Committee **noted** the aged debt analysis.

There being no further business the meeting ended at 20:38

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Policy & Finance Committee Meeting held in the Anzac Room, Community House on Tuesday 9th July 2024 at 7.30pm.

Present: Cllr Alexander (Chair of Committee), Cllr Davies (Vice-Chair of Committee), Cllr Donovan (Chair of Council), Cllr Gallagher, Cllr Sharkey, Cllr Gordon-Garrett, Cllr Griffiths, Cllr Seabrook.

Officers: George Dyson (Town Clerk), Zoe Malone (Responsible Financial Officer).

No members of the public were in attendance.

1. PF1014 CHAIRMAN'S ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone, ran through the building fire procedures, requested that phones be put onto silent, and informed the Committee that the meeting was being recorded, followed by highlighting the following upcoming events:

- 13th July – Towards Zero Carbon Fair
- 17th July – Bingo
- 19th July – Quiz
- 28th July – Mayor's Civic Service.

2. PF1015 PUBLIC QUESTIONS

There were no public questions.

3. PF1016 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

Apologies were received from Cllr Campbell, with Cllr Seabrook Substituting. Apologies were also received from Cllr Veck.

4. PF1017 TO RECEIVE DECLARATIONS OF INTERESTS FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. PF1018 TO ADOPT THE COMMITTEE'S MINUTES OF 30TH APRIL 2024

Proposed By: Cllr Gallagher **Seconded By:** Cllr Sharkey
The minutes were **agreed** and **adopted**.

6. PF1019 TO ELECT A COMMITTEE VICE-CHAIR

It was proposed that Cllr Davies be Vice-Chair of the Committee.

Proposed By: Cllr Gallagher **Seconded By:** Cllr Sharkey

It was proposed that Cllr Griffiths be Vice-Chair of the Committee.

Proposed By: Cllr Gordon-Garrett **Seconded By:** Cllr Seabrook

5 members were in favour of Cllr Davies being Vice-Chair of Committee.
3 members were in favour of Cllr Griffiths being Vice-Chair of Committee.

The Committee therefore **resolved** to **agree** by majority that Cllr Davies be Vice-Chair of the Committee.

7. PF1020 TO RECEIVE THE MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 14TH MAY 2024

Proposed By: Cllr Griffiths **Seconded By:** Cllr Davies
The minutes were **agreed** and **adopted**.

8. PF1021 TO NOTE THE DRAFT MINUTES OF THE COMMUNITY HOUSE SUB-COMMITTEE MEETING OF 27TH JUNE 2024

The Committee **noted** the draft minutes.

9. PF1022 TO REVIEW THE FINANCIAL POSITION OF THE COUNCIL YEAR TO-DATE: -

a. Finance Officer's report

The RFO introduced the report and invited questions from the Committee.

Cllr Alexander queried a returned high-value payment. The RFO clarified that this was due to a signatory error on a cheque, and that the payment was later processed through BACS instead via 2 smaller transfers.

Cllr Gallagher asked about the benefit of moving to more BACS working rather than Cheques, the RFO clarified that some additional payee information is available.

Cllr Donovan questioned the use of Heyzine for the eNews. The Town Clerk explained that this was as per a decision of the Civic & Community Events Committee, and that there were no cheaper alternatives that we had been able to find, however, also clarified that the payment was an annual fee, not monthly.

Cllr Donovan also queried a transaction on the Civic & Community Events Income and Expenditure sheet, which the RFO will clarify by email later in the week.

b. Bank account & Bank Reconciliation statements (for signing)

Proposed by: Cllr Sharkey **Seconded by:** Cllr Davies
The Committee **resolved** to **agree** to sign the bank reconciliation statements.

c. Income & Expenditure report

The Committee **noted** the report.

d. Balance Sheet

The Committee **noted** the balance sheet.

e. CIL & S.106 report (income, expenditure & bids)

The Committee **noted** the report.

f. List of payments (for approval)

Proposed by: Cllr Davies **Seconded by:** Cllr Donovan
The Committee **resolved** to **approve** the list of payments.

10. PF1023 TO ADOPT A CCTV POLICY

The Clerk introduced the policy which the Committee discussed, and some amendments were suggested as follows:

- Change of the title to 'Community House CCTV Policy'
- Clarification on section 7 about where the guidance for necessary retention periods are

It was proposed that, subject to the above amendments, the policy be agreed and adopted.

Proposed By: Cllr Seabrook **Seconded By:** Cllr Donovan

The Committee **resolved** to **agree** to this proposal.

11. PF1024 TO ADOPT A OUTSIDE BODY REPRESENTATION POLICY

The Clerk introduced the item and briefly gave some background to the policy.

It was proposed that the Committee adopt the policy as read.

Proposed By: Cllr Gallagher **Seconded By:** Cllr Donovan

The Committee **resolved** to **agree** to this proposal.

12. PF1025 TO ADOPT A REVISED CO-OPTION POLICY

Cllr Sharkey asked for clarification on what the revisions to the policy were, the Clerk clarified that the only material change was to the process at the co-option meeting to reflect the process that has taken place at the last couple of co-option meetings.

It was proposed that the Committee adopt the policy as read.

Proposed By: Cllr Sharkey **Seconded By:** Cllr Gordon-Garrett

The Committee **resolved** to **agree** to this proposal.

13. PF1026 TO AGREE TO PROCEED WITH THE OVCA FUNDED PROJECT

Cllr Gallagher gave the Committee some background information on the item and explained that the forms seemed to be excessive for the project.

Cllr Griffiths explained that the forms are required by the National Lottery to release the funds.

The Committee discussed the proposal and the paperwork required to be completed, the Clerk also clarified that the Committee does not have delegated authority to agree that the deed of dedication be entered into, and that Full Council would have to agree this.

It was proposed that the Committee agrees to recommend to Council that the Clerk be authorised to sign and seal the deeds, subject to legal advice being obtained to the Councils satisfaction.

Proposed By: Cllr Griffiths **Seconded By:** Cllr Gordon-Garrett

The Committee **resolved** to **agree** to this proposal by a majority, with 5 in favour, 2 against, and 1 abstention.

The Clerk requested that any questions from Committee members be emailed by the end of the day on Thursday 11th July, and that any questions be finite and concise.

14. PF1027 TO DISCUSS SOURCE OF FUNDS FOR FENCING (FROM LA&E COMMITTEE)

Cllr Gallagher gave some background information to this item, emphasising that the work should be undertaken as soon as possible.

The RFO clarified options for where the funding could be sourced from.

It was proposed that the RFO finds out whether the money can be paid from the Big Park funds, and if this is not an option then it be paid for from CIL, subject to a limit of £3,092.35 as set out in the report.

Proposed by: Cllr Gallagher **Seconded by:** Cllr Seabrook
The Committee **resolved** to **agree** to this proposal.

15. PF1028 TO AGREE THE CTLA SERVICE LEVEL AGREEMENT

Cllr Donovan explained that she was not happy with the proposal to pay this SLA as the level of service from the CTLA does not seem to have come back to the level it was prior to COVID.

The RFO explained that in a recent SLA review meeting, the CTLA demonstrated how they are very much still supporting the people of Peacehaven, the Town Clerk also shared some statistics provided by the CTLA.

There was a brief discussion on the service provided.

It was proposed that the decision be deferred to Full Council, and that the CTLA be asked to provide some more statistics in preparation for this.

Proposed by: Cllr Davies **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

16. PF1029 TO AGREE TERMS OF REFERENCE AND SET UP A WORKING GROUP FOR THE COMMUNITY HOUSE 10-YEAR PLAN

The Town Clerk introduced the item and gave the background, the RFO added details about Councillors expressions of interest for joining the working group.

The Committee discussed the Terms of Reference, and it was proposed that 3.2 be removed from the document.

Proposed by: Cllr Alexander **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

Additionally, it was suggested that some additional revisions be made, including:

- 4.1b – remove 'and implementation.
- 7.2c – add disability

It was proposed to agree to the Terms of Reference and set up the Working Group, subject to the above amendments.

Proposed by: Cllr Seabrook **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

Members of the Working Group to include Cllrs: Gallagher, Alexander, Campbell, and Griffiths, with Cllr Davies and Donovan available to substitute if necessary.

17. PF1030 TO AGREE DISPOSAL OF AN ASSET - MOWER

There was a brief discussion about where the money should be allocated.

It was proposed that the Committee agree to dispose of the asset, with the income being allocated into the vehicle reserve.

Proposed by: Cllr Davies **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

18. PF1031 DATE OF NEXT MEETING – TUESDAY 17TH SEPTEMBER 2024 AT 7.30PM.

The Date of the next meeting was confirmed as 17th September 2024 at 7.30pm.

19. PF1032 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Sharkey

Seconded by: Cllr Griffiths

The Committee **resolved** to exclude press and public from the following items.

CONFIDENTIAL

In accordance with Standing Order 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the business to be transacted, the public and press are excluded from the discussion of the following items:-

20. PF1033 AGED DEBT ANALYSIS.

The Committee **noted** the aged debt analysis.

There being no further business the meeting ended at 20:57

Community Transport for the Lewes Area and Peacehaven Town Council

Service Level Agreement for 4 Towns Dial-a-Ride Service

April 2024

Definitions

For the purpose of this memorandum the following definitions will apply:-

“PTC” –this will be the Peacehaven Town Council

“CTLA” - this will be Community Transport for the Lewes Area (Ltd)

“The service” - this will be the 4 Towns Dial-a-Ride service operated by CTLA.

“Drivers” – this will be any person recruited to convey “Service Users” to and from their trip destination

“Service Users” –this will be any person who is entitled to use the service

“The Payment” – this will be the financial payment from the PTC to CTLA as a part contribution for the provision of the service.

The Service

The Service will be available equally to all registered members of CTLA who are residents of Newhaven, Peacehaven, Telscombe, Telscombe Cliffs and East Saltdean and will operate on Mondays to Fridays (excluding Bank and Public Holidays) between the hours of 0900 and 1430, subject to funding by combined contributions from Peacehaven Town Council, Newhaven Town Council, Telscombe Town Council, East Sussex County Council and from CTLA’s own financial contributions together with fares taken on the bus by Service Users. The commitment based on PTC’s contribution will be pro-rata which amounts to a minimum provision of a service 13 hours per week available to Peacehaven residents. Membership of CTLA is open to all qualifying residents of the contributing towns and is free of charge (however CTLA reserves the right to introduce a nominal future membership fee should that be desirable to maintain the service).

Drivers

CTLA will recruit paid or voluntary drivers to operate the Service who have been subjected to an enhanced Disclosure Barring Service check, Driving Licence Eligibility checks and will arrange any reimbursement of wages or expenses.

CTLA will source and maintain in a roadworthy condition, including ensuring compliance with taxation and insurance requirements, all vehicles used to provide the service but retains the right to sub-contract work to appropriately licensed transport providers should it deem it necessary in order to maintain the service.

CTLA will recruit and train persons required to maintain a telephone booking system so that Service Users can book journeys required and match such transport requests with available drivers and vehicles subject to availability.

Service Stats Reporting

CTLA will maintain statistical information to undertake ongoing monitoring of the scheme. PTC may request feedback on these stats at any time.

Charges to Service Users

The definition, collection, banking and accounting for all Charges to service users will be the sole responsibility of CTLA.

The PTC Financial Contribution

To provide the service as outlined in the paragraph “The Service” requires considerably more than the contribution from any one of the contributing partners. CTLA will be paid by PTC at a cost of £6,500 per annum, payable annually in advance on 1st April. The service provided under this Service Level Agreement is non – VAT chargeable.

Contract Price Review

The level of the annual contribution will be reviewed annually and may be revised by mutual agreement but either party may request a review at any time by notice in writing.

Publicity and Promotion

CTLA will be wholly responsible for any marketing and promotion of the Service and costs incurred therein, but PTC will be expected to hold marketing material and information about the service and promote it to local residents at suitable opportunities.

GDPR, Safeguarding, Client Confidentiality & Equal Opportunities

For the purposes of GDPR compliance CTLA will be the nominated Data Controller and also the Data Processor.

CTLA will have written policies covering the following:-

Data Protection

Safeguarding of Vulnerable Adults and Children (including DBS checks)

Client Confidentiality

Equal Opportunities

Health & Safety

All policies will be reviewed by CTLA on a regular basis.

Variations and Termination

CTLA and the PTC share the common goal to utilise driver and vehicle resources to achieve maximum benefit to service users whilst delivering “value for money”. The contents of this SLA may be varied by mutual consent in writing at any time.

Either party can end this agreement by giving the other 31 days notice in writing. In the event that the agreement should be terminated before the end of any 12 month grant period, CTLA will reimburse PTC pro-rata for any wholly unused calendar months.

Signed on behalf of Community Transport for the Lewes Area

Name

Print Name

Position

Date

Signed on behalf of Peacehaven Town Council

Name

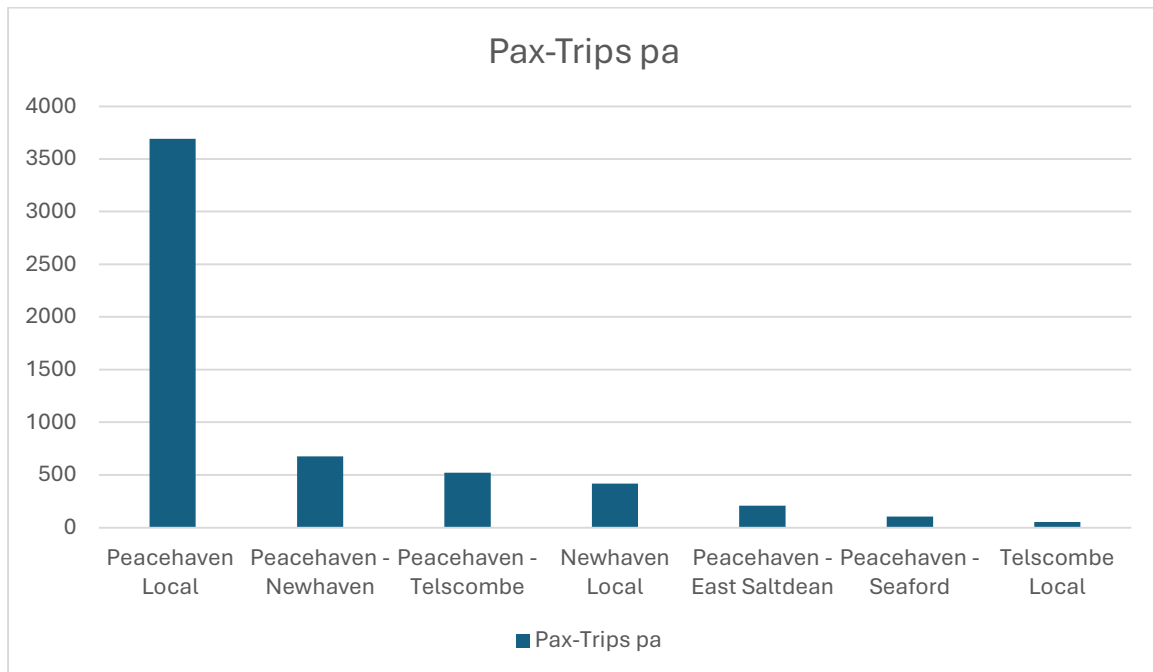
Print Name G.Dyson

Position Town Clerk

Date

4 Towns Usage – Passenger Trips Per Annum by Travel Areas

Total Pax-Trips 5668 per annum 2023-2024



TERMS OF AGREEMENT

YOUNG MENS YOUTH SESSION PROVISION AT THE JOFF

This agreement is made between East Sussex County Council (Children's Services Department), Targeted Youth Support and Peacehaven and Telscombe Town Councils and is effective from 1st April 2024 to 31st March 2025.

The first contact person in respect of this agreement is Simon Stanley.

SIGNED ON BEHALF OF TARGETED YOUTH SUPPORT

[Part of ESCC Early Help Service]

.....
Colin Edgley

.....
DATE

SIGNED ON BEHALF OF Peacehaven Town Council

.....
George Dyson, Town Clerk

.....
DATE

SIGNED ON BEHALF OF Telscombe Town Council

.....
Stella Newman, Town Clerk & RFO

.....
DATE

INTRODUCTION

This agreement provides a framework in which to develop a session for young men at The Joff Youth Centre premises for the benefit of young men aged 11 – 19 years living in Peacehaven, Telscombe Cliffs , East Saltdean and the surrounding area.

It sets out what the Targeted Youth Support (Lewes & Wealden Area) (hereinafter referred to as TYS) and **Peacehaven and Telscombe Town Councils** (hereinafter referred to as **Peacehaven and Telscombe Youth Provision**) will provide in order to achieve this work.

1.0 Consultation and Development

- 1.1 TYS staff will undertake ongoing needs analysis in relation to work with young men within Peacehaven, Telscombe Cliffs, East Saltdean and the surrounding area and review the effectiveness of the service provided through the session.
- 1.2 TYS staff will ensure that consultation takes place with other relevant agencies and organisations on the provision of services to young men in the Peacehaven, Telscombe Cliffs , East Saltdean and the surrounding area in order to ensure that good practice is shared and resources fully utilised.

2.0 Strategy

- 2.1 TYS staff will deliver a weekly session and deliver a programme at the Joff for young men living in Peacehaven, Telscombe Cliffs, East Saltdean and the surrounding area. The Delivery Plan will reflect the Aims and Objectives of both parties and will be based on consultation with young men.
- 2.2 TYS staff will provide a broad and balanced curriculum that supports young men in their personal development and reflects the needs of local young people.

3.0 Staffing

- 3.1 Peacehaven and Telscombe Youth Provision will pay TYS an amount of **£5010.20** to provide 3 youth work staff 3 hours each per week to be delivered from the Joff Youth Centre, to work face to face with young people. An additional 0.5 hours per week will be available for the Leader in Charge staff member to undertake essential monitoring and recording of sessions as well as planning.

The day and time for the session will be negotiable within the parameters of availability of the Joff Youth Centre.

- 3.2 TYS expects all their staff deployed at the Joff Youth Centre to undergo continuous professional development – principally this would be identified by the Annual Performance Appraisal Process and they would need to complete the introduction to youth work course.

- 3.3 If future funding is unable to be provided by **Peacehaven and Telscombe Youth Provision** then ESCC will be responsible for any redeployment opportunities or redundancy payments to the Clued-Up staff.
- 3.5 TYS will employ and manage the TYS staff. This will include professional supervision and annual performance management review.
- 3.6 TYS will advertise vacancies and appoint staff in accordance with the Policies and Procedures laid down by the County Council and ensure that staff are provided with a Contract of Employment and current job description.
- 3.7 TYS will be responsible for the conduct, discipline and grievance procedures for staff in consultation with Children's Services Personnel Department.
- 3.8 TYS will appoint staff who are appropriately qualified and/or experienced for the tasks required of them.
- 3.9 The TYS will provide an Area Youth Worker to attend appropriate meetings as necessary.
- 3.10 **Peacehaven and Telscombe Youth Provision** will provide a named contact to support the work - **Councillor Christine Robinson**

4.0 Premises

- 4.1 TYS will maintain and ensure the Joff Youth Centre building meets health and safety at work standards for the use of TYS staff in their work with young people.
- 4.2 The TYS will carry out risk analysis in respect of all buildings used by workers employed by TYS in their work with young people in Peacehaven, Telscombe Cliffs and the surrounding area.

5.0 Statutory Duties

- 5.1 The TYS Area Youth Worker will be responsible for ensuring the following policies and procedures are followed by staff.

These policies will include: Equal Opportunities, Health and Safety, Disability Discrimination Act/SENDA, Data Protection Act, Confidentiality, Information Sharing Protocol.

- 5.2 All staff employed and volunteering with the TYS will be subject to a DBS Check. Volunteers will be part of the TYS Volunteer Programme.

6.0 Monitoring

- 6.1 TYS Staff will ensure that comprehensive statistics are kept on the ESCC data base LIQUID LOGIC by which will inform activity and influence future service provision. These will form the basis of quarterly reporting to **Peacehaven and Telscombe Youth Provision**.
- 6.2 TYS Staff will provide **Peacehaven and Telscombe Youth Provision** with a quarterly report detailing the level of activity of youth work delivered.
- 6.3 TYS will be responsible for the financial management of the session; **Peacehaven and Telscombe Youth Provision** will be responsible for funding the session.

7.0 Termination of Agreement

- 7.1 This agreement will terminate on 31 March 2025. Any future agreements between TYS and **Peacehaven and Telscombe Youth Provision** will need to be negotiated by the end of December 2024 to allow TYS staff to have 3 months' notice of future arrangements.
- 7.2 During the term of this Agreement either party may terminate the Agreement by giving three months written notice to the other partner.

8.0 Disputes between the Parties

- 8.1 If any disagreement arises between the parties concerned as a result of their respective obligations under this agreement, upon any matter which cannot be resolved through routine discussion and review, the matter shall be referred to the Operations Manager – Early Help Management Team and the Chair of **Peacehaven and Telscombe Youth Provision**.

9.0 Finance

- 9.1 The yearly amount of £5010.20 to be invoiced separately
Peacehaven Town Council 2/3rd of said amount £3,340.13
Telscombe Town Council 1/3rd of said amount £1,670.07
- 9.2 Both amounts to be paid in advance after receipt of invoice. However, if the scheme is terminated for any reason by the TYS then both Town Councils will be refunded on a pro rata basis based on the funding finishing on 31st March 2025.

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Personnel Meeting held in the Anzac Room, Community House on Tuesday 26th March 2024 at 7.30pm.

Present: Cllr Cathy Gallagher, Cllr Debbie Donovan (Vice-Chair of Committee), Cllr Isobel Sharkey (Vice-Chair of Council), Cllr Mary Campbell, Ian Alexander, Cllr Nikki Fabry, Cllr Paul Davies, Cllr Claude Cheta.

Officers: George Dyson (Town Clerk), Zoe Polydorou (Meetings & Projects Officer).

1. E466 CHAIR'S ANNOUNCEMENTS

The Chair opened the meeting at 19:33, welcomed everyone and gave a brief reminder of the building fire safety procedures.

2. E467 TO CONSIDER APOLOGIES FOR ABSENCE

Apologies were received from Cllr Veck.

3. E468 TO RECEIVE DECLARATIONS OF INTEREST FROM MEMBERS

There were no declarations of interest.

4. E469 TO ADOPT THE MINUTES OF 23RD JANUARY 2024 MEETING

Proposed by: Cllr Sharkey **Seconded by:** Cllr Davies

The minutes of 23rd January were **agreed** and **adopted**.

5. E470 TO REVIEW COMMITTEE'S BUDGETARY POSITION

The Town Clerk gave an update on the budgetary position since the papers were issued.

There was a brief discussion on the Overtime and Training budgets.

The Committee **noted** the budgetary update.

6. E471 DATE OF NEXT MEETING – TUESDAY 28TH MAY 2024 AT 7:30PM

The next meeting was confirmed as 28th May 2024 at 7:30pm.

7. E472 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Alexander **Seconded by:** Cllr Fabry

The Committee **resolved** to exclude press and public from the remaining items.

NOTE: In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the discussion of the following items.

The Chair brought forward item E479 on the agenda

8. E479 TO DISCUSS RECRUITMENT FOR THE CURRENT VACANCIES

The Meetings & Projects Officer introduced the proposed Public Relations Officer Role.

The Committee discussed the options around the role, including apprenticeships, job title, and salary.

It was proposed that the job be advertised as per the Job Description and Personal Specification in the papers, but at an SCP range 12 – 15.

Proposed by: Cllr Davies **Seconded by:** Cllr Donovan

The Committee **resolved** to **agree** to this proposal.

The Meetings & Projects Officer then introduced the Civic & Events Officer role and the Committee discussed the budgetary implications and the need for the role.

It was proposed that the job be advertised as per the Job Description and Personal Specification in the papers, but at 12 hours per week.

Proposed by: Cllr Davies **Seconded by:** Cllr Fabry

The Committee **resolved** to **agree** to this proposal.

The Meetings & Projects Officer left at this point (20:35).

9. E473 TO REVIEW THE COMMITTEE ACTION PLAN

The Town Clerk briefly summarised the Action Plan and progress being made.

The committee **noted** the action plan.

10. E474 TO REVIEW THE TRAINING PLAN AND AGREE ANY TRAINING REQUIREMENTS

The Clerk introduced the training plans and informed the Committee that the Committees and Assistant Projects Officer has also now completed her ILCA qualification.

There was a discussion around the Councillors training plan needing updating – the Clerk asked for Councillors to please email with any training that they have completed that is not currently showing on the plan.

The Committee **noted** the training plan.

11. E475 TO NOTE AND DISCUSS FEEDBACK FROM RECENT TRAINING

The Town Clerk introduced and ran through a summary of the document in the papers.

The Committee **noted** the feedback from recent training.

12. E476 TO AGREE BUSINESS PLAN PRIORITIES RELEVANT TO THE COMMITTEE

The Chair introduced the report and the suggested items for the community and business plan, this focused on putting people first.

It was proposed that Committee agree to send the proposed priorities to the business plan TFG, subject to removing percentage targets.

Proposed by: Cllr Campbell **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

13. E477 TO RECEIVE AN UPDATE ON STAFF SICKNESS ABSENCE.

The Clerk introduced and summarised the report, which the Committee **noted**.

14. E478 TO RECEIVE A REPORT ON THE PROGRESS OF THE MEETINGS & PROJECTS OFFICER

The Town Clerk introduced the item and summarised the report.

The Committee **noted** the report.

15. E480 TO RECEIVE A REPORT FROM THE STRESS MANAGEMENT STANDARDS TFG

Cllr Alexander introduced the item and summarised the details in the report. It was suggested that a statement on bullying and harassment be sent out from the Town Clerk, that posters on dignity & respect be produced, other ways to progress from the data gathering phase to actions and fixes were discussed.

Cllr Davies left at this point (20:28).

16. E481 TO AGREE TO RECOMMEND REVISED DISCIPLINARY AND GRIEVANCE POLICIES

The Town Clerk introduced the item and explained that this would likely be an interim measure whilst going through the changeover the Citrus HR policies.

It was proposed to recommend the NALC grievance and disciplinary policies.

Proposed by: Cllr Campbell **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

17. E482 TO RECEIVE A REPORT FROM THE SKILLS AND AUDIT TRAINING TFG

Cllr Fabry summarised the recent work of the TFG, and suggested that the TFG had now met its task.

It was proposed that the TFG be closed.

Proposed by: Cllr Fabry **Seconded by:** Cllr Donovan
The Committee **resolved** to **agree** to this proposal.

18. E483 TO DISCUSS HR POLICY REVIEW FROM THE NEW HR PROVIDER

The Town Clerk briefly summarised the report and the recommendations.

It was proposed the policies from Citrus HR be recommended to the Policy & Finance Committee to be adopted.

Proposed by: Cllr Campbell **Seconded by:** Cllr Sharkey
The Committee **resolved to agree** to this proposal.

19. E484 TO RECEIVE A REPORT ON 2024 EMPLOYEE APPRAISALS

The Town Clerk summarised the report and explained that we are around half way through staff appraisals.

The Committee Chair added that the Town Clerk's appraisal would be scheduled soon and invited Councillors to email comments to her in preparation for this.

The Town Clerk added that one of the Groundsmen is at the top of their salary band, but given recent qualifications they have achieved and how they had stepped up earlier this year, that the Clerk is recommending that the Committee agree to recommend to Full Council that they be awarded an increment and be pushed into the next salary band.

It was proposed that the Committee agree to recommend an increase to one of the Groundsmen salary bands.

Proposed by: Cllr Fabry **Seconded by:** Cllr Campbell
The Committee **resolved to agree** to this proposal.

20. E451 TO RECEIVE VERBAL UPDATES FROM THE FOLLOWING TASK AND FINISH GROUPS (TFGs):

a. Skills and Training Audit

This TFG reported earlier in the meeting and is now closed.

b. Recruitment and Retention

This TFG can now be closed.

c. Employee Handbook Review, including disciplinary and grievance procedures.

This TFG was also discussed earlier in the meeting, the TFG looking at the Employee Handbook Review will remain in place as the Clerk starts to review the Citrus HR policies.

d. Stress Management Standards

This TFG also reported earlier in the meeting and had no further updates.

There being no further business, the meeting closed at 21:45..

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Personnel Meeting held in the Anzac Room, Community House on Tuesday 28th May 2024 at 7.30pm.

Present: Cllr Cathy Gallagher (Chair of Committee), Cllr Debbie Donovan (Chair of Council), Cllr Wendy Veck (Vice-Chair of Council), Cllr Mary Campbell, Cllr Nikki Fabry, Cllr Claude Cheta.

Officers: George Dyson (Town Clerk).

1. E486 CHAIR'S ANNOUNCEMENTS

The Chair opened the meeting at 19:36, welcomed everyone and informed the Committee that the next Bingo is next Wednesday (5th June), and that the Mayor's Charity for 2024/25 is the SCDA Community Supermarket.

2. E487 TO CONSIDER APOLOGIES FOR ABSENCE

Apologies were received from Cllr Alexander.

3. E488 TO RECEIVE DECLARATIONS OF INTEREST FROM MEMBERS

There were no declarations of interest.

4. E489 TO ELECT A COMMITTEE VICE-CHAIR

It was proposed that Cllr Fabry be Vice-Chair of the Personnel Committee.

Proposed by: Cllr Donovan **Seconded by:** Cllr Veck

The Committee **resolved** to **agree** to this proposal.

5. E490 TO ADOPT THE MINUTES OF 26TH MARCH 2024 MEETING

Proposed by: Cllr Campbell **Seconded by:** Cllr Davies

The minutes of 23rd January were **agreed** and **adopted**.

6. E491 TO REVIEW COMMITTEE'S BUDGETARY POSITION

The Chair briefly summarised the budgetary report, and highlighted that it is around where we'd expect at this point.

The Committee **noted** the budgetary update.

7. E492 DATE OF NEXT MEETING – TUESDAY 16TH JULY 2024 AT 7:30PM

The next meeting was confirmed as 16th July 2024 at 7:30pm.

8. E493 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Veck

Seconded by: Cllr Campbell

The Committee **resolved** to exclude press and public from the remaining items.

***NOTE:** In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the discussion of the following items.*

9. E494 TO REVIEW THE COMMITTEE ACTION PLAN

The Chair gave a brief overview of the Action Plan, the Committee discussed the Action Plan and put forward the following updates:

Update item 1 to reflect the decision surrounding updating policies in line with the new HR provider.
Town Clerk to send out a note regarding item 4, to reassure everyone that the TFG is still active.

It was proposed to remove item 3 from the Action Plan as now complete.

Proposed by: Cllr Veck

Seconded by: Cllr Donovan

The Committee **resolved** to **agree** to this proposal.

The Committee **noted** the action plan.

10. E495 TO REVIEW THE TRAINING PLAN AND AGREE ANY TRAINING REQUIREMENTS

The Town Clerk gave an update on the training plan, and advised the Committee that staff training is now 89.34% complete and in date.

Cllr Fabry commended the training that has been taking place recently. Cllr Cheta asked whether more 'on demand' online training could be made available to Cllrs who struggle to attend training at set times.

It was proposed to set up a training and skills TFG to review the training needs for staff and Cllrs.

Proposed by: Cllr Fabry

Seconded by: Cllr Veck

The Committee **resolved** to **agree** to this proposal.

TFG to consist of Cllr Fabry and Cllr Gallagher.

11. E496 TO NOTE AND DISCUSS FEEDBACK FROM RECENT TRAINING

The Committee **noted** the feedback from recent training.

12. E497 TO RECEIVE AN UPDATE ON STAFF SICKNESS ABSENCE.

The Clerk introduced and summarised the report, which the Committee **noted**.

This led to a discussion about the accrual of TOIL to cover staff sickness, which the Committee requested that the Town Clerk bring a report to the next meeting to discuss short and long term solutions.

13. E498 TO RECEIVE AN UPDATE ON RECRUITMENT

The Town Clerk gave a verbal update on the recruitment of a Public Relations Officer and a Civic & Events Officer.

The Committee felt that it was best to avoid using Contractors to fill these roles where possible, as the roles require close working with internal and external stakeholders, to which a permanent employee would be better suited. The Town Clerk will look at whether it is possible to utilise existing talent in the office to help provide cover for ongoing vacancies.

The Committee **noted** the report.

14. E499 TO RECEIVE VERBAL UPDATES FROM THE FOLLOWING TASK AND FINISH GROUPS (TFGs):

a. Employee Handbook Review

This had already been discussed earlier in the agenda.

b. Stress Management Standards

The Clerk shared a statement and poster which has been prepared to be shared on bullying and harassment through this TFG.

There being no further business, the meeting closed at 21:00.

George Dyson
Town Clerk

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✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Personnel Meeting held in the Anzac Room, Community House on Tuesday 16th July 2024 at 7.30pm.

Present: Cllr Cathy Gallagher (Chair of Committee), Cllr Debbie Donovan (Chair of Council), Cllr Wendy Veck (Vice-Chair of Council), Cllr Mary Campbell, Cllr Nikki Fabry (Vice-Chair of Committee), Cllr Ian Alexander.

Officers: George Dyson (Town Clerk).

1. E500 CHAIR'S ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed everyone and briefly discussed the current building works going on at Community House.

2. E501 TO CONSIDER APOLOGIES FOR ABSENCE

Apologies were received from Cllr Cheta.

3. E502 TO RECEIVE DECLARATIONS OF INTEREST FROM MEMBERS

There were no declarations of interest.

4. E503 TO ADOPT THE MINUTES OF 28TH MAY 2024 MEETING

Proposed by: Cllr Fabry **Seconded by:** Cllr Donovan

The minutes of 28th May were **agreed** and **adopted**.

5. E504 TO REVIEW COMMITTEE'S BUDGETARY POSITION

The Chair briefly summarised the budgetary report, and there was a brief discussion surrounding the overtime budget.

The Committee **noted** the budgetary update.

6. E505 DATE OF NEXT MEETING – TUESDAY 15TH OCTOBER 2024 AT 7:30PM

The next meeting was confirmed as 15th October 2024 at 7:30pm.

7. E506 TO RESOLVE TO EXCLUDE PRESS AND PUBLIC FROM THE FOLLOWING ITEMS

Proposed by: Cllr Alexander **Seconded by:** Cllr Veck

The Committee **resolved** to exclude press and public from the remaining items.

NOTE: *In accordance with Standing Order No. 3(d) and the Public Bodies (Admission to Meetings) Act 1960, Section 1, in view of the confidential nature of the following business to be transacted, the public and press are excluded from the discussion of the following items.*

8. E507 TO REVIEW THE COMMITTEE ACTION PLAN

There was an update on the planned next steps with the stress management standards TFG, for which a meeting should be taking place soon.

The Committee **noted** the action plan.

9. E508 TO REVIEW THE TRAINING PLAN AND AGREE ANY TRAINING REQUIREMENTS

The Town Clerk gave an update on the training plan, and the Committee briefly discussed the function of the Training & Skills audit TFG in reviewing the headings for the training plan.

The Committee **noted** the Training plan.

10. E509 TO NOTE AND DISCUSS FEEDBACK FROM RECENT TRAINING

The Committee **noted** the feedback from recent training.

11. E510 TO RECEIVE AN UPDATE ON STAFF SICKNESS ABSENCE.

The Clerk introduced and summarised the report, which the Committee **noted**.

12. E511 TO AGREE PROPOSED STAFF SECONDMENTS

The Town Clerk introduced the proposals and ran through the report.

There was a discussion on training requirements for the roles and when this would be facilitated.

It was proposed that the Committee agree to the report recommendation to agree the staff secondments with the secondment agreements as read.

Proposed by: Cllr Donovan **Seconded by:** Cllr Fabry

The committee **resolved** to **agree** to the proposal.

13. E512 TO RECEIVE A REPORT ON RECOGNITION OF STAFF LENGTH OF SERVICE

The Town Clerk introduced the report and gave some background to it. Several suggestions came forward for possible recognition schemes.

The Chair and Vice-Chair of Committee will meet before the next meeting and report back with some suggestions on what the recognition scheme could be.

14. E513 TO AGREE CORPORATE EYECARE ARRANGEMENTS

The Town Clerk introduced the item, the Committee discussed the pros and cons of each option.

It was proposed that the Committee agree to sign up for the corporate scheme with Scrivens, and to fund glasses, where required, subject to a limit of £50.

Proposed by: Cllr Fabry **Seconded by:** Cllr Donovan

The committee **resolved** to **agree** to the proposal by majority vote, with 5 in favour, and 1 against.

15. E514 TO RECEIVE AN UPDATE ON STAFF PROBATIONARY PERIODS

The Committee **noted** the report.

16. E515 TO NOTE LEGAL UPDATE FROM HR PROVIDER

The Committee **noted** the update.

17. E516 TO DISCUSS PROVISIONS FOR STAFF SICKNESS COVER

The Committee discussed the report and felt that the item would need to be referred to other Committees/ Full Council with some more information.

It was suggested that as a starting point, some further analysis of bookings could take place to identify quieter evenings, with a further report to be produced for the relevant Committee.

18. E517 TO RECEIVE VERBAL UPDATES FROM THE FOLLOWING TASK AND FINISH GROUPS (TFGs):

a. Training and Skills

This had already been discussed earlier in the agenda.

b. Stress Management Standards

This had already been discussed as part of the Action Plan update.

There being no further business, the meeting closed at 20:49.

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Leisure, Amenities and Environment Committee meeting held in the Anzac Room, Community House on Tuesday 20th February 2024 at 7.30pm

Present: Cllr Ashby-Parkin (Vice Chair), Cllr Cheta, Cllr Fabry, Cllr Gallagher, Cllr Griffiths, Cllr Studd, Cllr Wood, Cllr Seabrook, Cllr Campbell (non-voting).

Officers: Kevin Bray (Parks Officer), Zoe Polydorou (Meetings & Projects Officer).

1 member of the public was in attendance.

LA 879 CHAIR ANNOUNCEMENTS

The Vice Chair opened the meeting at 19:29, briefly went through the building fire procedures, and shared the following upcoming events:

- Tomorrow (21st February 2024) the local cinema will be screening One Life at 7:30pm
- The next Bingo event will be held on 13th March 2024

LA 880 PUBLIC QUESTIONS

There were questions from 1 member of the public.

The member of public raised concerns that the green council noticeboard is blocking the view driving eastwards of the recently located advertisement board at the Dell; who is the land owner in regards to the pop-up shop, and that LDC permission may need to be sought; with regards to item 5, that the location of the designated sites has not been specified and suggested designation to the corners rather than the middle, preferably in the south west corner where it is not so crowded by benches.

The Vice Chair noted the questions, and confirmed they would be discussed in the meeting.

The Parks Officer commented that the advertisement board was in a temporary location, so could be moved.

LA 881 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There was 1 apology for absence from Cllr Sharkey (Chair of Committee).

LA 882 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

Cllr Wood is an allotment tenant.

Cllr. Evans is a member of the bowls club.

LA 883 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE LEISURE AND AMENITIES COMMITTEE MEETING HELD ON 9TH JANUARY 2024

Proposed by: Cllr Studd

Seconded by: Cllr Wood

The Committee **resolved** to **adopt** the minutes of the 9th January 2024.

LA 884 TO NOTE THE BUDGETARY UPDATE

Cllr. Seabrook was under the impression all allotment rent had been paid. The Parks Officer Kevin explained that payments were on track. The budgetary update was **noted**.

LA 885 TO AGREE EARMARKED RESERVES REPORT

The Parks Officer summarised the report. It was proposed that the earmarked reserves report be agreed. Proposed by: Cllr Griffiths Seconded by: Cllr Fabry

The Committee **resolved** to **agree** the earmarked reserves report.

LA 886 TO NOTE ACTION PLAN

The Parks Officer summarised the report. Members discussed various items, including tree planting at the entrance to the South Down National Park; memorial bench spaces, where the Parks Officer confirmed to send the details; urban tree planting; the Meetings and Projects Officer taking over projects; the status of the section 106 money for the Dell.

The Council **noted** the action plan.

LA 887 TO AGREE ALLOTMENT UPDATE

a. 8 new plot holders

The Parks Officer updated Committee on the status of the plot reallocation.

b. request for ring doorbell

Members discussed in-depth the suitability of a doorbell, including there being no available Wi-Fi connectivity; concerns around privacy; and the legal requirements of having, in effect, CCTV. Alternatives were suggested including padlocks and a more secure shed, and suggested for this to be passed on to the horticultural society.

Cllr. Gallagher commended and thanked Kevin and the grounds-team for their good work at maintaining the allotment well.

The committee proposed not to agree to the request of a doorbell

Proposed by: Cllr Gallagher Seconded by: Cllr Fabry

The Committee **resolved** to **not agree** to the request.

LA 888 TO NOTE POSSIBLE PUMP TRACK IN CENTENARY PARK

The Parks Officer introduced the report, and explained the spare soil situation, including the football club's cost should it be removed, and the cost to test its suitability for use as a pump track.

Cllr. Seabrook raised concern over pump track noise issues to neighbours.

Cllr. Gallagher expressed enthusiasm for the track, and suggested a track for young children be considered too, and that the location could perhaps instead be by the hub or the gateway café.

The Parks Officer confirmed noise concerns, and allowances for different ages, would be considered as part of the project.

Cllr. Ashby-Parkin raised concern with the track encouraging motorbikes. The Parks Officer explained low fencing would be installed to help mitigate this potential issue.

The Committee **noted** the report.

LA 889 TO DISCUSS DOG FOULING REPORT

The Meetings and Projects Officer ran through the report.

Members discussed various ideas to help alleviate the problem, including a volunteer scheme, whether there are enough dog bins, a dog bin map, education and direct engagement.

The Parks Officer explained the high risk of conflict with regards to the volunteer scheme, and that there were already a number of bins at the parks, including at every exit of Centenary park.

Cllr. Seabrook explained that Peacehaven Council land is being used for dog walking businesses, and suggested they should have a licence to use the park. In addition, that the Ouse Valley Climate Action Group have someone available to make videos, so it was suggested that the Meetings and Projects Offer follow this up.

PH 890 TO NOTE PROPERTY CONDITION REPORT FOR THE HUB

The Committee **noted** the report.

LA 891 TO DISCUSS POP UP SHOP T&C'S

The Parks Officer introduced the report to begin the T&Cs discussion.
Members proposed suggestions from the Town Clerk

Proposed by: Cllr. Griffiths

Seconded by: Cllr Fabry

The Committee resolved to **agree** to suggestions from the Town Clerk to the Pop Up Shop T&Cs.

LA 892 TO RECEIVE UPDATES FROM TASK & FINISH GROUPS (TFGs):

- a. Allotment policy and Terms & Conditions implementation review
It was agreed that the TFG has finished for this year.
- b. Provide recommendations from the Epina Park & Oval Survey results
The Parks Officer confirmed that invites had been sent, and will be reported on.
- c. Signage
It was confirmed that there is a meeting this coming Thursday.

LA 8923 TO CONFIRM DATE OF NEXT MEETING AS THE 2ND APRIL 2024

The next meeting was confirmed as 2nd April 2024.

There being no further business the meeting ended at 20:23.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

DRAFT Minutes of the meeting of the Leisure, Amenities & Environment (LA&E) Committee meeting held in the Anzac Room, Community House on Tuesday 2nd April 2024 at 7.30pm

Present: Cllr Sharkey (Chair of Committee), Cllr Ashby-Parkin (Vice Chair), Cllr Fabry, Cllr Gallagher, Cllr Griffiths, Cllr Studd, Cllr Wood.

Officers: Kevin Bray (Parks Officer), Zoe Polydorou (Meetings & Projects Officer)

No members of the public were in attendance.

LA894 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:31, and briefly explained the building fire procedure. The announced the following:-

- 10th April Bingo 2:30pm
- 20th April Cinema Boys in a Boat

LA895 PUBLIC QUESTIONS.

Members of the public may ask questions on any relevant Leisure, Amenities & Environment matter.

There were no public questions.

LA896 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There was 1 apology for absence from Cllr. Evans announced at the meeting. Another apology was received by email, from Cllr Cheta.

LA897 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

Cllr Wood declared an interest with the allotment.

LA898 TO ADOPT THE MINUTES OF THE MEETING OF THE LEISURE AND AMENITIES COMMITTEE MEETING HELD ON 20TH FEBRUARY 2024

The Chair explained the minutes of 20th February had not been in the papers so could not be adopted and clarified they would form part of the next LA&E's meeting agenda.

LA899 TO NOTE THE BUDGET UPDATE

Cllr. Gallagher queried whether the allotment rents had been planned to help with their upkeep, which the Parks Officer agree would be double checked with the RFO.

The budget was **noted**.

LA900 TO NOTE THE ACTION PLAN

The Parks Officer briefly summarised the action plan.

Cllr. Gallagher queried whether the colour red could be changed to amber, since the projects have started. The Parks Officer agreed.

The Parks Officer expressed that any updates to the plan could be sent to him.

The action plan was **noted**.

LA 901 TO NOTE THE BUSINESS PLAN UPDATE

Cllr Sharkey requested Cllr Ashby-Parkin to have her name added for recognition of her input too, summarised the plan and explained it would go to the business plan TFG for discussion and ratification, and that any comments can be added.

Cllr Gallagher thanked the Chair for the plan.

The business plan was **noted**.

LA902 TO NOTE THE HUB LEGIONELLA REPORT

The Parks Officer summarised the report, and informed Committee that the flagged items are in the process of being carried out. Also that future staff training will allow this to be carried out in the future internally.

Cllr Gallagher queried the last time this was carried out, and the Parks Officer clarified, and expressed that PTC needs to, and will, monitor and manage this in house.

Cllr Gallagher queried the frequency of the checks, and that the Town Clerk will be queried on this.

The report was **noted**.

LA903 TO NOTE THE TREE PLANTING REPORT

The Parks Officer summarised the report, and expressed that tree planting is being carried out.

Cllr Gallagher queried whether a log is kept of the trees, which the Parks Officer clarified.

The report was **noted**.

LA904 TO NOTE THE ARCHEOLOGICAL DIG REPORT

The Parks Officer summarised the report.

Cllr Griffiths queried whether the café been informed, and the Parks Officer explained they will be.

Cllr Gallagher expressed that it would be a big event, with the Parks Officer confirming it would last one week.

There was general discussion related to the report.

The report was **noted**.

LA 905 TO NOTE THE OVAL AND EPINAY PARK SURVEYS TFG REPORT

The Parks Officer summarised the report, and explained items will be looked at as funding becomes available, but that the details will be kept on file.

Cllr Griffiths raised concern with it being kept on file rather than the action plan.

Cllr Sharkey agreed, that the action plan could be updated with the reports of this detail.

Cllr Gallagher suggested this report could feed through to the green infrastructure plan.

The Parks Officer suggested about reusing 3 benches.

Cllr Fabry suggested the idea of QR codes on posts.

It was proposed for the TFG to be disbanded.

Proposed by: Cllr Griffiths Seconded by: Cllr Ashby-Parkin
The Council **resolved** to **agree** to this proposal.

The report was **noted**.

LA 906 TO DECIDE ON THE POP-UP SHOP REQUEST

The Parks Officer summarised the report.

Cllr Studd queried whether it was just for dog treats and just for one pitch. The Parks Officer agreed that is the case. Cllr Wood suggested a trial.

Cllr Fabry suggested the T&Cs retain control and that a trial would be good.

Members generally discussed the T&Cs and the likely hours of the pop-up shop.

It was proposed to offer a trial run in whichever park they would like.

Proposed by: Cllr Wood Seconded by: Cllr Fabry
The Council **resolved** to **agree** to this proposal.

LA907 TO NOTE THE ALLOTMENT UPDATE

The Parks Officer summarised the report.

The report was **noted**.

LA 908 TO NOTE THE GREEN INFRASTRUCTURE PLAN UPDATE

Cllr Gallagher explained that the meetings and projects officer is helping out with this, and went on to explain the plan. It was explained of the importance to continue with this plan, and to have it updated, which The Parks Officer and the Meetings & Projects Officer could work on, and that the spreadsheet should become the source document. It was further explained of the importance there is no overlap of projects between PTC, LDC and ESCC. Cllr. Griffiths queried the planning consultant cost, which Cllr Gallagher clarified.

The report was **noted**.

LA 908 TO AGREE TO THE RECOMMENDATIONS IN THE PARKS SIGNAGE REPORT

The Meetings & Projects Officer summarised the report.

It was proposed that a TFG would restart to investigate this further.

Proposed by: Cllr Ashby-Parkin Seconded by: Cllr Griffiths
The Council **resolved** to **agree** to this proposal.

LA 910 TO NOTE THE COMPLAINTS REPORT

The Parks Officer summarised the report.

The report was **noted**.

LA911 TO AGREE DATE FOR THE NEXT MEETING TUESDAY 18TH of JUNE 2024

The next meeting was confirmed as 18th June 2024 at 7:30pm.

There being no further business the meeting ended at 8:17pm.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
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DRAFT Minutes of the meeting of the Leisure, Amenities & Environment (LA&E) Committee meeting held in the Anzac Room, Community House on Tuesday 18th June 2024 at 7:30pm.

Present: Cllr Sharkey (Chair of Committee), Cllr Gallagher, Cllr Campbell, Cllr Studd, Cllr Fabry, Cllr Seabrook, Cllr Griffiths.

Officers: Kevin Bray (Parks Officer), Zoe Polydorou (Meetings & Projects Officer).

2 members of the public were in attendance.

1. LA912 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:30, welcomed committee members and members of the public, requested that phones be turned off, and briefly ran through the fire procedure. The Chair then informed the Council of the following:

- Cinema Back to Black at 7:30pm on Wednesday 19th June.

2. LA913 PUBLIC QUESTIONS.

Members of the public may ask questions on any relevant L&A matter.

There was 1 public question, in relation to item LA927, whereby it was explained that an issue with the fence was ongoing from 6 years prior, but that there had not been much response to their complaints over the years; that the issue had recently exacerbated and that damage to, and balls being kicked over, their fence was a regular occurrence by all ages. It was explained that they did not see signage as being a solution, and wanted to know what options there were.

The Chair thanked the members of public for their questions.

3. LA914 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There was 1 apology for absence from Cllr Ashby-Parkin and Cllr Campbell substituted.

Cllr Gallagher explained that she was recording the meeting.

4. LA915 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

There were no declarations of interest.

5. LA916 TO ELECT A VICE CHAIR OF THIS COMMITTEE

It was proposed to nominate Cllr Ashby-Parkin

Proposed by: Cllr Griffiths

Seconded by: Cllr Seabrook

The Committee **resolved** to **appoint Cllr Ashby-Parkin** as Vice Chair of Committee

6. LA917 TO APPROVE AND SIGN THE MINUTES OF THE MEETING OF THE LA&E MEETING HELD ON 20TH FEBRUARY 2024 AND 2ND APRIL 2024.

It was proposed to approve the minutes of the meetings.

Proposed by: Cllr. Studd Seconded by: Cllr Fabry.
1 member abstained.

The Committee **resolved** to **adopt** the minutes of the 20th February 2024 and 2nd April 2024.

16. LA927 TO DECIDE AGAINST A FENCE REQUEST

The Parks Officer introduced the report and added that different measures could be used, for instance a netting system, like the one behind the MUGA court, but that this could be open to vandalism and wouldn't protect the fence.

Cllr Seabrook appreciated the residents' situation but expressed that a 6-foot fence wouldn't help, and Cllr Gallagher appreciated the residents' patience and suggested the wire fence should be installed.

Cllr Griffiths queried whether there was a budget, and the Chair clarified there was none. Cllr Gallagher explained there is a vandalism budget, and members questioned whether other properties would need to be considered too.

19:42 standing orders were suspended.

A member of public further expressed the issues being faced.

19:43 standing orders were reinstated.

It was discussed that any other affected properties be considered in their own merit, and that the RFO would be consulted with regards to whether the fence could be financed through the vandalism budget or from CIL, classed as infrastructure.

It was proposed to put up the wire fence as per the report.
Proposed: Cllr Gallagher Seconded by: Cllr Donovan
All in favour.

The Chair thanked the members of the public.
19:47 public left the meeting.

7. LA918 TO NOTE THE BUDGET UPDATE

Cllr Gallagher expressed that some of the headings needed some tweaking and splitting out, in particular the Hub; that if everything went smoothly PTC would be on 25% within the '%spent' column; and from that explained the sports park income and rents were underestimated, and that the queries would be put to the RFO.
The Committee **noted** the budget

8. LA919 TO NOTE THE ACTION PLAN

The Parks Officer said the order been placed for the equipment and that the overflow carpark bollards were being installed.
The Committee **noted** the action plan

9. LA920 TO NOTE THE ALLOTMENT UPDATE

The Parks Officer explained that three allotment holders received a formal warning yesterday, and there were a number of new tenants.
Cllr Gallagher expressed the allotments were looking much improved, and the Chair expressed she would speak with the Committees and Assistant Projects Officer about re-doing the poster.
The Parks Officer and his team were thanked for the allotment tidy up.
The Committee **noted** the allotment update

10. LA921 TO AGREE TO PROCEED WITH THE OUSE VALLEY CARES FUNDED PROJECT

It was clarified that the name had changed to Ouse Valley Climate Action, and that the Parks Officer had written the report.
Cllr Griffiths explained the bid had already started; that this item was about permission to complete the forms formally, which were to confirm PTC owns the land and would look after the OVCA items.
Cllr Gallagher expressed concern that the form is more complicated than that, the expense of a solicitor, and that the report did not have the full details to progress this item without full information from the Town Clerk.

It was proposed to take the paper to Policy & Finance Committee with further information to go with it.

Proposed by Councillor Donovan Seconded by: Cllr Fabry

Four members voted in favour.

Three members abstained.

The Council **resolved** to **agree** to this proposal.

Cllr Gallagher will send the Town Clerk her questions.

19. LA930 TO AGREE THE OVCA SIGNAGE REPORT

Cllr Griffiths explained the background to the report, and Cllr Gallagher queried what else was part of the plan.

Cllr Seabrook clarified the project had not changed since 2019, and included the trees, waymarking, the information board, and a litter bin, and explained the finances.

There was general discussion surrounding the background of the project, around the workshops the finances, and the suitability of the wayfinding posts in terms of weather and vandalism.

The Parks Officer clarified that prior to being a Councillor Cllr Harman was a contractor for OVCA, confirmed that no money from PTC had gone into this project.

Cllr Harman explained the project and involvement.

20:19 Cllr Harman left the meeting.

Cllr Gallagher complimented the designs, but expressed concern over their suitability with the weather, whereby the Parks Officer explained the suitability of recycled plastic for the project.

It was proposed to agree the design

Proposed by: Cllr Studd Seconded by: Cllr Griffiths

The Council **resolved** to **agree** to this proposal.

20:23 Cllr Harman rejoined the meeting.

20:24 Cllr Campbell left the meeting.

11. LA922 TO AGREE WATER HARVESTING BID

Cllr Seabrook introduced the report, and the Parks Officer explained that it would need to be match funded.

There was general discussion amongst members around project costs, where Cllr Gallagher expressed that the bid amount was too much, and Cllr Seabrook explained it was unlikely the projects would be that much and that if the funding was granted it did not need to be accepted.

20:26 Cllr Campbell rejoined the meeting

There were discussions around a feasibility study.

It was proposed that Officers investigate water harvesting and that funding is applied for.

Proposer: Cllr Seabrook Seconded: Griffiths

Four members voted in favour, and three abstained.

It was **resolved** to **agree** to this proposal.

12. LA923 TO AGREE TO SET UP A TFG FOR PHASE TWO OF THE HOWARD PARK PROJECT

The Chair introduced the report.

Proposed by: Cllr Griffiths Seconded by: Cllr Seabrook

The Council **resolved** to **agree** to this proposal.

TFG Members: Cllr Griffiths, Cllr Seabrook, Cllr Campbell, Cllr Sharkey.

13. LA924 TO AGREE TO SET UP A TFG TO DISCUSS CAR PARKING OPTIONS AT CENTENARY PARK

The Parks Officer introduced the report and explained options that could be looked at.

Cllr Gallagher raised various points to request that the TFG is broadened to include generating income.

Members discussed items that could be discussed at a TFG, including concern over car parking charges being introduced, EV charger discussions from around 1 year ago at P&H, along with car parking and the park, and solar lighting in the car park.

Cllr Fabry mentioned having sent an email to the Town Clerk in relation to EV chargers on March 10th, and will follow this up.

It was proposed to agree to set up the TFG.

Proposed by: Cllr Griffith Seconded by: Cllr Seabrook

One member abstained.

The Committee **resolved** to **agree** to this proposal.

TFG Members: Cllr Griffiths, Cllr Fabry, Cllr Campbell

14. LA925 TO AGREE TO THE RECOMMENDATIONS IN THE SIGNAGE TFG UPDATE

The Meetings & Projects Officer introduced and summarised the report.

General discussion took place about the various options, and the Parks Officer explained that this project had been running a long time.

It was proposed to go with option 1

Proposed by: Cllr Gallagher Seconded by: Cllr Donovan

One member abstained.

The Council **resolved** to **agree** to this proposal.

15. LA926 TO NOTE THE COMPLAINTS LOG

The Chair explained that this is combined with item LA931

The Parks Officer explained about some recent vandalism.

The Committee **noted** the complaints log

17. LA928 TO DECIDE ON THE DELL NOTICEBOARD RELOCATION

Cllr Griffiths explained that original minutes recorded that the noticeboard was to be moved, not removed, so should stay in the parks.

Members discussed various location options, including the other entrance at the Dell.

It was proposed to relocate the noticeboard to the right-hand side of the banner boards, and to retain its current height.

Proposed by: Cllr Seabrook Seconded by: Cllr Studd

The Council **resolved** to **agree** to this proposal.

18. LA929 TO RECEIVE UPDATES FROM TASK & FINISH GROUPS (TFGs):

a) Green Spaces Infrastructure

Cllr Gallagher explained there was no report.

20. LA931 TO REVIEW COMPLAINTS

The Committee **noted** the complaints log.

21. LA932 TO CONFIRM DATE OF THE NEXT MEETING AS THE 3RD SEPTEMBER 2024

The next meeting was **confirmed** as the 3RD SEPTEMBER 2024 at 7:30pm.

There being no further business the meeting ended at 21:10.

George Dyson
Town Clerk

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Community House,
Meridian Way,
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DRAFT Minutes of the meeting of the C&CE Committee meeting held in the Anzac Room, Community House on Tuesday 16th April 2024 at 7.30pm

Present: Cllr. D Seabrook (Chair of Council), Cllr. I Sharkey (Vice Chair of Council), Cllr Veck (Chair) Cllr Donovan (Vice Chair), Cllr Alexander, Cllr Griffiths, Cllr Gordon-Garrett, Cllr Gallagher, Amber Cullip-Cross (Youth Mayor), Noah Tilley (Deputy Youth Mayor)

Officers: George Dyson (Town Clerk), Zoe Polydorou (Meetings & Projects Officer).

No members of the public were in attendance.

1. CCE411 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:32, went through the building fire procedure, reminded committee of the procedures towards the Chair, that Peacehaven Town Council's entertainment license for alcohol has now been granted. There was no fortnightly bingo update from the Town Clerk.

Further reminders from the Chair were that TFGs are to arrange meet ups, that the bingo caller cover was now in situ, the next bingo is on 8th May, and the film The Boys in The Boat is on Wednesday 24th April.

2. CCE 412 VERBAL YOUTH MAYOR UPDATE

The Youth Mayor commented that communication is ongoing with the school, would keep up to date with events, and that the Mayors Civic Reception was enjoyed.

The Chair thanked the Youth Mayor.

The Town Clerk said that both the Youth and Deputy Youth Mayor were invited to participate in Lewes District local plan consultation.

3. CCE 413 PUBLIC QUESTIONS.

Members of the public may ask questions on any relevant Civic & Community Events matter.

There were no public questions.

4. CCE414 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There were apologies for absence from:-

- Cllr Ashby-Parkin (Cllr Griffiths substituting).
- Cllr Studd (Cllr Gallagher substituting).
- Cllr Harman (Cllr Gordon-Garrett substituting).

5. CCE415 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

None declared.

6. CCE416 TO ADOPT THE MINUTES FROM THE 27th FEBRUARY 2024

Proposed by: Cllr Seabrook Seconded by: Cllr Sharkey
The Committee **resolved** to **adopt** the minutes of the 27th February 2024.

7. CCE417 TO NOTE THE COMMITTEES BUDGETARY REPORT

The budgetary report was **noted**.

8. CCE418 TO NOTE THE COMMUNITY HUB REPORT

Cllr. Alexander suggested there may be a need for the Community Hub throughout the year. The Chair clarified that the majority of users are using outdoor facilities, so it would not be cost effective. Cllr Sharkey suggested that it could be used as a cool hub. The Chair confirmed this could be brought back to committee.
Cllr. Seabrook thanked the Chair and Gill Veck for the Community Hub work.

The report was **noted**.

9. CCE419 TO NOTE THE D-DAY 80 TFG REPORT

Cllr. Donovan mentioned there would be a meeting on 17th April 2024, and that the Parks Officer will be in attendance, summarised the report, progress of the event to date; that Nicola Papanicolaou of the Gateway Café will provide another official lantern and will be in touch with the RFO.

Cllr. Seabrook passed on Nicola Papanicolaou, of the Gateway Café, apologies for not being able to attend this committee meeting.

It was proposed that Kempton House will serve refreshments after the service in the morning, and that the itinerary is confirmed.

Proposed by Cllr. Donovan Secunder Cllr. Alexander
The Committee resolved to **agree** to this proposal.

10. CCE420 TO NOTE THE UPDATE TO THE D-DAY TFG MEMBERS

The Chair confirmed she will leave the TFG, but will be available as support.
Cllr. Donovan said that this would be the same for Cllr. Ashby-Parkin too.

The update to the D-Day TFG members was **noted**.

11. CCE421 TO VOTE TO AGREE TO MOVE THE MERIDIAN WALK TFG FROM THE CIVIC & COMMUNITY EVENTS COMMITTEE TO FULL COUNCIL

The Chair explained why this is being proposed.

Cllr. Donovan explained she is happy for the move the TFG to Full Council, but requested to keep the TFG as it is currently.

It was proposed to change the TFG to a Working party.
Proposed by: Cllr Donovan Seconded by: Cllr Sharkey
The Committee **resolved** to **agree** to this proposal.

It was proposed to move the Meridian Walk TFG to Full Council.
Proposer: Cllr Donovan Secunder: Cllr Gordon-Garret
The Committee **resolved** to **agree** to this proposal.

12. CCE422 TO AGREE TO THE TWO RECOMMENDATIONS IN THE TFG'S MERIDIAN LINE MEANDER (UNLESS AT ITEM CCE421 IT HAS BEEN AGREED FOR THE TFG TO MOVE TO COUNCIL, WHEREBY THIS REPORT WILL BE PRESENTED AT COUNCIL)

Cllr. Donovan explained that with regards to the first recommendation that, since the report was written, the next stages have changed which Full Council will be updated on.

With regards to the second recommendation, the Town Clerk confirmed that Officer support was in the pipeline.

Cllr Campbell suggested that properties on the proposed route should be informed.

The Chair **noted** this and suggested this could be included in the next report.

13. CCE423 TO NOTE THE SUSTAINABILITY OF THE E-NEWS TFG REPORT AND CONSIDER RECOMMENDING COUNCIL SET UP A TFG/WORKING PARTY/SUB COMMITTEE ON INFORMATION AND PUBLIC RELATIONS AND COMMUNICATION

Cllr. Campbell summarised the report, and confirmed there is extra information since the report which is:-

- 4 pages in the monthly Peacehaven Directory very approximate estimate received of £480 per month.
- Printed news - A4 centre stapled: 16 pages cost £2,471 / 20 pages £2,737 / month (costs are very approximate), and confirmed these are printing only costs.

It was proposed to close the TFG and reopen a new TFG when the new Public Relations Officer is in post.

Proposed by: Cllr Donovan

Seconded by: Cllr Gallagher

The Council **resolved** to **agree** to this proposal.

14. CCE424 TO NOTE THE VERBAL UPDATE ON THE CLIMATE FAIR

Cllr. Seabrook updated that there has not been much progress, that a meeting is in the pipeline, and a detailed plan in place, and there is £3,000 funding available.

The report was **noted**.

15. CCE425 TO DECIDE ON THE OPTIONS OUTLINED IN THE ARTWAVE EVENT REPORT

Cllr Sharkey explained a change to the report - that the Friendship Hall is available, that it is cheaper, is bus accessible and is a suitable space.

The Town Clerk queried how the costs of the hall would be covered, and Cllr. Sharkey clarified that the artists would individually pay.

It was proposed to use money from the CCE budget to pay for the registration and that it will be repaid by the artists.

Proposed by: Cllr Sharkey Seconded by: Cllr Donovan.

The Council **resolved** to **agree** to this proposal.

Cllr Seabrook suggested that the artists are asked to commit to pay the registration fee up-front, The Chair confirmed that this was **noted** and that it would be for the TFG to discuss.

Cllr Gordon-Garrett raised a query on the need and therefore cost of items like risk assessments, whereby the Town Clerk clarified this would depend on whether Peacehaven Town Council was financing the event or the facilitator.

The Chair requested the TFG to cover this in the next report.

16. CCE426 TO NOTE THE RECYCLED FASHION SHOW REPORT AND AGREE TO A TFG

It was proposed to form a TFG.

Proposed by: Cllr Sharkey Seconded by: Cllr Donovan.

It was resolved to **agree** to this proposal.

TFG members were noted as Cllr Sharkey, Cllr Donovan, Cathy Norcott-Jones, Josie Turner (from school), Cllr Ashby-Parkin.

17. CCE427 TO NOTE THE MAYOR'S CIVIC RECEPTION REVIEW

Cllr Seabrook summarised the review, explained that the event went over budget by £390 and proposed the loss is taken from the Mayor's allowance where there is a surplus. The Chair thanked the Mayor for the kind donation.

The review was **noted**.

18. CCE428 TO NOTE THE TFG RULES

The Chair summarised the reasons the TFG rules formed part of the agenda.

Cllr Seabrook commented on item 7 and the need to be careful of wording for minutes.

The Chair reminded committee of the rules around the size of a TFG.

Cllr Campbell queried whether these are the official Council Rules, the Chair confirmed they are.

The TFG rules were **noted**.

19. CCE429 TO NOTE THE EVENTS CALENDAR DATES

It was discussed that the D-Day lantern workshops dates, D-Day event and Civic dates are to be included in the calendar, and all dates to be shared on social media.

It was proposed to include the calendar of events in the E-news.

Proposed: Donovan Seconded by: Cllr. Gallagher.

It was resolved to **agree** to the proposal.

20. CCE430 TO AGREE THE DATE FOR THE NEXT CCE COMMITTEE MEETING AS THE 25th June 2024

The next meeting was **confirmed** as 25th June 2024.

There being no further business the meeting ended at 20:26.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
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DRAFT Minutes of the meeting of the C&CE Committee meeting held in the Anzac Room, Community House on Tuesday 25th June 2024 at 7.30pm

Present: Cllr Veck (Chair), Cllr Ashby Parkin, Cllr Seabrook, Cllr Studd, Cllr Donovan, Cllr Campbell, Cllr Sharkey.

Officers: Zoe Polydorou (Meetings & Projects Officer), Karen Bray (Community and Information Officer).

1 member of the public was in attendance.

CCE431 CHAIR ANNOUNCEMENTS

The Chair opened the meeting at 19:30 and made the following announcements:-

- 5th July Meet the Mayor in the Mini Market, Community House
- 17th July - Bingo, and also an afternoon tea fundraiser for breast cancer.
- 13th July Towards Zero Carbon Peacehaven
- 24th July Film 'Living'
- 28th July 2:15pm - Raising the flag to mark armed forces, no ceremony, and all welcome.

CCE432 PUBLIC QUESTIONS

Members of the public may ask questions on any relevant Civic & Community Events matter.

There were 0 public questions.

Councillor Campbell requested that as soon as the new MP is elected that they are invited to speak to the Peacehaven Town Council.

The Chair confirmed this could be carried out.

CCE433 TO CONSIDER APOLOGIES FOR ABSENCE & SUBSTITUTIONS

There were 2 apologies for absence from:-

- Cllr Evans, Cllr Campbell substituted.
- Cllr Harman, Cllr Seabrook substituted.

Cllr Donovan apologised on behalf of the Youth Mayor due to school commitments.

CCE434 TO RECEIVE DECLARATIONS OF INTEREST FROM COMMITTEE MEMBERS

No interests were declared.

CCE435 TO ELECT A VICE CHAIR OF THIS COMMITTEE

It was proposed to elect Cllr Harman

Proposed by: Cllr Seabrook Seconded: Ashby Parkin

All in favour.

CCE436 TO ADOPT THE MINUTES FROM THE 16TH APRIL 2024

The minutes were not included in the papers, and were deferred to the next relevant meeting for adoption.

CCE437 TO NOTE AND REVIEW THE COMMITTEES BUDGETARY UPDATE

Cllr Donovan queried where the Mayors Fundraising was shown on the budget.

The Chair expressed that it is understood that the fundraising was separate.

The Chair agreed to a separate paper for the Mayors Fundraising for each CCE paper.

The budget report was **noted**.

CCE438 TO AGREE TO THE RECOMMENDATION IN THE COUNCIL COMMUNICATION SUPPORT REPORT

It was proposed to allow the new Public Relations Officer to review this topic, and then inform and support the TFG and move it forward.

Proposed by: Cllr Seabrook Seconded by: Cllr Donovan

1 member abstained

The Committee resolved to **agree** to the proposal.

CCE439 TO NOTE THE D-DAY 80 REVIEW

Cllr Donovan reported that the lanterns contributed effectively to the event, and thanked the workshop organisers for their work.

The Chair extended thanks to the RBL and the town crier.

Cllr Sharkey queried if the lanterns could be upcycled, and it was agreed they could where available.

The D-day 80 Review was **noted**.

CCE440 TO NOTE THE TOWARDS ZERO CARBON (CLIMATE FAIR) REPORT

Cllr Seabrook expressed that the event was on target, currently with 28 confirmed stalls in writing and more to come, and that volunteers were needed for 8am on the day.

Cllr Donovan queried whether all public liability and risk assessments were in and whether the office was collating the paperwork, to which Cllr Seabrook confirmed yes, and announced the next TFG meeting would be next Wednesday at 2pm.

The report was **noted**.

CCE441 TO NOTE THE UKRAINIAN CULTURE EVENT REVIEW

Members discussed that advertising had not been effective, that with the new PR officer in place this would help future events.

Cllr Studd suggested that the surplus of £700 could have been spent on marketing for D-Day 80, specifically leaflets.

Cllr Donovan expressed that marketing was not included in the grant funding, and should be considered for future events.

The report was **noted**.

CCE442 TO NOTE THE RECYCLED FASHION SHOW REPORT

Cllr Sharkey explained the name had been updated to: Anti-Fast-Fashion Celebration, that the first workshop at PCS was successful, and a day workshop was planned for 10th July in preparation for the Towards Zero Carbon event.

Cllr Sharkey explained that £90 had been spent, and a grant was being applied for through OVCA, which could be from £500 up to possibly £1000.

The Information Officer confirmed an earlier start had been discussed to incorporate younger children in the event too

The report was **noted**.

CCE443 TO NOTE THE ARTWAVE EVENT REPORT

Cllr Sharkey updated Committee that interested artists were close to 19, and the Information Officer said 4 people had paid to date. Cllr Sharkey explained the possibility of children exhibiting, how that would run, and how the event would work with Telscombe's event.

It was proposed to include young artists up to the age of 16 at no charge.

Proposed by Cllr Donovan Seconded by: Cllr Seabrook

All in favour.

The report was **noted**.

CCE444 TO DISCUSS AND DECIDE THE RECOMMENDATIONS IN THE MAYORAL FUNDRAISING EVENTS REPORT

Cllr Donovan explained all the details were in the report, that the Meetings and Projects Officer had queried a few items; that she was happy to work with the Information Officer, and clarified that the Youth Mayor had a £500 budget.

The Chair introduced the 3 quiz night events, and Cllr Donovan confirmed 19th July and 20th September would be in the Anzac room, the 23rd November in the hall, where all 20 tables would be filled, and raffle prizes would be obtained with support of the Information Officer.

It was proposed to approve the event dates.

Proposed by Cllr Sharkey Seconded by Cllr Campbell

All in favour.

The Chair introduced the Youth Mayor Gala Dinner, it was confirmed that the Anzac would be suitable for the food related event, and that SCDA would be the registered caterers.

Cllr Donovan explained there was a Meet the Mayor event next Friday; showed the Quiz night poster; explained she is working with Cllr Studd and PCS on next year's Business Careers Event, and is researching details for the Murder Mystery event.

The Chair said the Carol concert was already booked in, and Cllr Donovan explained the concept of Beetle Drive for the Mayor's Christmas Tea Party, with just cake and tea, and that a report would be brought to the next Committee meeting.

It was proposed to change the Mayor's Tea Party to a Beetle Drive.

Proposed by Cllr Donovan Seconded by Cllr Ashby-Parkin

All in favour.

CCE445 TO CALL AND AGREE THE MAYOR'S VOLUNTEERS

It was proposed to agree the list of volunteers

Proposed by Cllr Ashby Parkin Seconded by Cllr Campbell

The Council **resolved** to **agree** to this proposal.

CCE446 TO AGREE THE USE OF A PRE-EVENTS CHECKLIST

The checklist was discussed, Cllr Sharkey expressed it was very thorough, and helpful, and Cllr Seabrook questioned what the core values were. The Meetings & Projects Officer said the Town Clerk would confirm.

Members discussed the complexity of the purple guide, for the risk assessments to be approved by the Town Clerk, having a supporting Officer for each event to support with the purple guide and the checklist, and there was general discussion around Officer time.

Cllr Seabrook suggested the need to add in about completing a risk assessment.

It was proposed to trial and review the checklist for the ArtWave and Halloween events.

Proposed by Cllr Seabrook Proposed by Cllr Donovan.

All in favour.

CCE447 TO NOTE THE EVENTS CALENDAR DATES AND SET UP A HALLOWEEN TFG

The Halloween TFG members were agreed as Cllr Studd, Cllr Veck, and Cllr Sharky if needed. It was suggested that Cllr Harman was invited, and a reminder was made that public could join.

20:32 – The member of the public left the meeting, and was thanked for their assistance with D-Day 80.

12th July 2025 was proposed as the date for the 2025 Summer Fair and a colour run.

Proposed by Cllr Sharkey Seconded by Cllr Donovan.

All in favour.

CCE448 TO NOTE THE COMPLAINTS LOG

The Chair said a complaint was made at the D-Day 80 event to the town Crier with regards to the volume of the music, and that levels were monitored, and were below industry standard; that the complaint was resolved immediately, and no further complaints were raised.

The complaints log was **noted**.

CCE449 TO AGREE THE DATE FOR THE NEXT CCE COMMITTEE MEETING AS THE 10TH SEPTEMBER 2024

The next meeting was confirmed as 10th September 2024.

Cllr Donovan apologised in advance for not being able to attend.

There being no further business the meeting ended at 20.36

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Town Clerk

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Community House,
Meridian Way,
Peacehaven,
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Committee:	Full Council	Agenda Item:	C1249
Meeting date:	23 rd July 2024	Authors:	Chair of NDP Steering Group
Subject:	Neighbourhood Development Plan Update		
Purpose:	To note		

Recommendation(s):

To note this report.

1. Background

The Peacehaven and Telscombe Neighbourhood Development Plan is with the Government Examiner for expert monitoring to ensure that the Policies accord with National and District Planning Policies.

The General Election held on 4th July has delayed response.

As we proceed to referendum a summary of how the plan has progressed and answers to some common questions.

With the introduction of the National Planning Policy Framework (NPPF) under the Localism Act 2011

The National Government introduced, Local Plans and Neighbourhood Plans. Neighbourhood Plans give local residents the opportunity to have a say as to how the land is designated and where Residential and Commercial development takes place.

In 2013 the two towns , Peacehaven and Telscombe ,designated the area across the both towns and registered under the Localism Act of 2011 as the joint Qualifying Body.

In 2017, Telscombe Town Council employed a new Town Clerk who was a qualified planning professional and the NDP started to take shape.

Additional details and timeline are given in Appendix A

The Government Examiner has commenced the inspection and is reviewing the Schedule 16 comments.

The comments have been considered by The Planning consultant appointed by Peacehaven and Telscombe Town Councils to take the NDP through to a successful Referendum.

The comments relevant to policies will form part of the Examiners evidence,

Comments were made by : Southern Water ,South Downs National Park Authority , Environment Agency, Historic England , British Horse Society and East Sussex County Council concerning transport and EV Chargers.

There were some comments from members of the public and Councillors from Peacehaven Town Council, these comments were in the main about Infrastructure beyond the remit of the NDP. There were also comments concerning process and procedure.

The comments revealed some factual errors including the role of the Steering Group

The Steering Group is not the Qualifying Body , Peacehaven and Telscombe Town Council are.

1. The Steering Group did not write the Plan , Consultants appointed by the Qualifying Body .
2. There were not 40 drafts of the plan there were 3/4 and some adjustments will be made following the Examiners comments.
3. The Hub Building was put forward for assessment by PTC as part of the Call for Sites in 2018.

An application was signed and submitted together with plans. AECOM assessed and approved the submission as part of the Sustainability Assessment.

4. The documents relating to evidence supporting the NDP and the Steering Group were published on the Steering Group website and through Full Council. In January 2023 at Schedule 16 Lewes District Council took over prime responsibility and the Steering Group website and email was suspended.

LDC website and the 2 Town Council website became the source for information.

5. Any projects identified by the NDP if carried forward by either Town Council would be subject to all scrutiny and financial planning as normal for a Town Council.
6. Steering Group governing document is a Terms of Reference , agreed by both Councils at Full Council on a regular basis . Steering Group members and positions also agreed by both Full Councils usually annually.

2. Options for Council

The recommendation is at this stage to note the report and Appendix A which contains Vision. Objectives, Timeline and Key Figures.

3. Reason for recommendation

To note only.

4. Expected benefits

a. The community

Agreed Local Planning Policy protections and Design Guide

Uplift from 15% Community Infrastructure Levy (CIL) to 25%

All Areas are expected to have a Neighbourhood Development Plan.

b. The environment

NPPF, LDLP and PTNDP all contain policies providing for Environmental protection.

c. Other

5. Implications

5.1 Legal	Localism Act 2011
5.2 Risks	
5.3 Financial	Grants and agreed budget
5.4 Time scales	
5.5 Stakeholders & Social Value	Having a made plan
5.6 Contracts	
5.7 Climate & Sustainability	
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	Promoting biodiversity
5.11 Privacy Impact	
5.12 Equality & Diversity	

5. Appendices

Appendix A

APPENDIX A

Time line

Peacehaven and Telscombe Neighbourhood Development Plan

VISION STATEMENT

“ Peacehaven and Telscombe Towns to be sustainable ,with clean air and an environment which provides a good quality of life for all inhabitants”.

Key Objectives

1. A refocused Meridian site town centre, including retail, leisure ,food and drink outlets, small business units.
2. Safe pedestrian walkways, cycle paths to access all areas within urban and countryside.
3. New housing aimed at local needs including low-cost long-term rentals.
4. 20-minute neighbourhoods.
5. 255 more new homes need to be built in plan area ,not including windfall sites.

Why is P&T Neighbourhood Development Plan needed?

Without it developers can bring forward plans to build anywhere. The designations for residential, leisure ,commercial and green spaces becomes blurred.

With a NDP residents have more say, in Planning Policy terms it carries as much weight as National Planning Framework Policy and Lewes District Local Plan. Community Infrastructure Levy paid by developers goes from 15% for the Town to 25%.

A Design Guide sets out the Character areas and standards for development and a Strategic Environmental Assessment covers the natural environment impacted by development.

Timeline

2013 Peacehaven and Telscombe Town Councils designated area for Neighbourhood Development Plan and carried out all necessary procedures to register under Localism Act 2011

Both Towns Councils are joint qualifying bodies with Peacehaven Town Council as lead due to larger area.

December 2017 - Evidenced research and consultations started . First Steering Group Meeting was held.

February 2018 First Community consultation Planning Consultancy O'Neill Homer commissioned.

February 2018 Call for sites

April 2018 First Conversation drop in with visioning of Futures . East Saltdean, Telscombe Civic Centre, Peacehaven Community House.

July 2018 O'Neill Homer contract finished

Jim Boot appointed.

January 2020 Business Networking evening, Community House.

February 2020 Business Survey completed.

Public Meeting Consultation and visioning workshop for Meridian Centre.

April 2020 Transfer to Zoom meetings.

4th June 2020 Reports from University of Brighton master's degree in planning students.

Climate and coastal changes

Plotlands and downland fringes

Peacehaven Town Centre

Transport and Air quality.

Diversifying the economy

8th June 2020 Coop announcement re HDD involvement with Meridian Site.

24th June 2020 AECOM 2nd Master planning consultation for Meridian Site via Zoom (Stakeholder presentation)

July 2020 appointment of Planning Consultant , Nancy Astley

AECOM analysis report on Meridian Centre master planning of Meridian Centre ,
Conclusions –

1. Connectivity north south and east west poor. Walkways/cycle routes to be improved as an alternative to A259.
2. Enhancement of relationship and views of seafront and the South Downs to improve sense of space and identity.
3. Mixed use development for Meridian Centre i.e. Retail ,Leisure, Employment, Residential.

Strategic Assessment by AECOM

AUGUST 2020 Appointment of Michelle Edsner. Senior Project and Business Development Officer

Winter 20/21 AECOM Consultation on Masterplan re Meridian Centre

February 2021 -Junior/Young people's survey

Throughout 2020 and 2021 Steering Group usually monthly meetings

Consultants , Nancy Astley and Jim Boot compiling evidence and formulating policies,

September 21 -. Report to Full Council of 88 Page Plan prepared by Nancy Astley to be scrutinised by Planning and Highways before being acceptance by Full Council.

Michelle Edsner moved to position at ESCC.

Levelling Up Grant monies via Lewes District Council

Feb/March 2022 Welcome Back Grants "*****"

Feasibility Study Kaner Olette Regeneration of High Street and Public Realm
£15,000

1st February 2022 to 14th March 2022 Pre-submission (regulation 14)
Consultation statement.

Public Consultation majority support.

Responses recorded plus a summary of Frequently asked question.

90% support for Vision

Outside of scope of NDP – A259 issues, housing numbers and Community Infrastructure such as Doctors surgeries and Schools.
Analysis undertaken by Jim Boot and Professional statistician
May 22 Appointment of L & N Consultancy Limited work with Kaner Olette.
September 2022 Draft plan approved by both Councils at Full Council.
18th January to 8th March 2023 First Regulation 16 Consultation
March 2023 to September 2023 query by Troy planning .
September 2023 . Plan approved at both Town Full Councils to go to Lewes District Council.
12th October to 24th November 2023 Regulation 16 Consultation undertaken by Lewes District Council who are The Planning Authority.
March 2024 Examiner appointed by Lewes District Council
Further 2weeks supplementary focussed Schedule 16 consultation aimed at those who have already commented during Schedule 16.
June 2024 Examination continues .
Both Town Councillors engage Nancy Astley to comment on Schedule 16 Comments.

KEY FIGURES

Oneill Homer - concentrating on NDP'S , a professional Planning Consultancy based in London.

Nancy Astley - Chartered Town Planner (Member of Royal Town Planning Institute.

BA(Hons) Planning ,DipTP , MRTPI .

Dr Maureen Berg Senior lecturer, Ecologist and Environmentalist from the University of Brighton

Dr. Andrew Coleman , Senior Lecturer University of Sussex, (MSc Degree Planning)

Jim Boot MSc , Executive Diploma in Management, Community Planner and Project Manager

Gaston Mallia Media ,advertising Executive. Degree in Art, Post graduate degree in Geography.

Dr Mark Earthy of Maitland Energy Consultants. (August 2019) Electricity Power Industry advisor

Michelle Edsner Masters Degrees in Transport Planning . 25years industry experience in Transport Planning. Senior Positions at County Council Level Senior Project and Business Development Officer at Peacehaven Town Council.

Rachel Brown of Secretary Outsource contracted 1st January 2020

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Community House,
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Committee:	Full Council	Agenda Item:	C1250
Meeting date:	23 rd July 2024	Authors:	Town Clerk
Subject:	Infrastructure delivery report		
Purpose:	To decide		

Recommendation(s):

To decide whether to proceed with an additional report on Infrastructure Delivery / Green Infrastructure.

1. Background

A Green Infrastructure Plan was started some years ago by evidence gathering across the two towns particularly for a data spreadsheet of green amenity space. The details such as Land Title number and size and facilities for each space was not in one place and this document sought to do this.

The Local Green Spaces to be designated for protection under the Neighbourhood Plan were documented and assessed.

Within a Green Infrastructure Plan other topics such as Climate Change, Active Travel, and Air Quality are considered.

Renewable energy and the creation of 20-minute Neighbourhoods with Community buildings at the core can be included.

Over the past few years a lot of progress has been achieved improving and upgrading the public infrastructure facilities.

The Local Green Spaces identified for protection in the Neighbourhood Development Plan up to 2030, which is expected to be "Made" this year is currently at Examination stage prior to Referendum, are;

Lewes District Council land

Lake Drive Pond, Meridian Park, Playpark at The Bricky/Cinque Foil and Playpark at Ashington Gardens

East Sussex Council Land

Joff Field.

Peacehaven Town Council Land

Howard/Peace Park, The Dell, The Oval, Centenary Park, Cornwall Avenue Allotments, Epina Park, Shepherds Down

The document would continue to support the Neighbourhood Plan but would also be an information document for Council stakeholders.

The Planning Consultant for the Neighbourhood Plan would work with the Officers and Steering Group to gather in the information and produce a report including financial considerations e.g. CIL or S106 spending.

The Steering Group including the Town Clerks have agreed the recommendation.

2. Options for Council

To decide whether to proceed with the recommendation to commission this additional report at this time.

3. Reason for recommendation

To bring the 2021 evidence plan up to date and to prepare a report/spreadsheet to capture data and evidence to date and document infrastructure projects undertaken at Town, District and County Level.

The report will also measure the progress to Carbon Zero by the Town Council by 2030.

4. Expected benefits

a. The community

Infrastructure plan to ensure effective management and protection of infrastructure/ green infrastructure.

b. The environment

Supporting towards Carbon net-zero.

c. Other

Supporting evidence within the Neighbourhood Plan.

5. Implications

5.1 Legal	
5.2 Risks	
5.3 Financial	£1560
5.4 Time scales	
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	Supporting towards net zero-carbon
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices

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Community House,
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Committee:	Full Council	Agenda Item:	C1251
Meeting date:	July 23 2024	Authors:	Chair of Planning and Highways Committee
Subject:	Section 16 (extra 2 weeks) Neighbourhood Plan Consultation responses and Steering Group comments		
Purpose:	To inform Council		

Recommendation(s):

To instruct the Town Clerk to share with all PTC councillors the Steering Group responses to the Section 16 Consultation comments on the Neighbourhood Plan, including comments responded to (with names of respondents redacted).

1. Background

The last part of the Neighbourhood Plan process before it is amended for Referendum is its presentation to an expert outside Examiner for checking. The Examiner receives not only the draft Plan and associated documents, but also the responses to the recommended `Section 16` (extra 2 weeks) Consultation and the Steering Group`s comments on those responses.

The Steering Group`s comments were made in the name of the `qualifying body`. For most Neighbourhood Plans, this is the relevant Town Council itself, which will have prepared the draft of the Plan. In our case Peacehaven Town Council and Telscombe Town Council are represented by a jointly appointed `Steering Group`. The Steering Group commissioned its planning consultant, Brighton Planning (Nancy Astley), to write the comments. The Steering Group then agreed (by majority) to send the attached comments on the responses to the Examiner.

2. Options for Council

To note the Report and its recommendation.

3. Reason for recommendation

Transparency: The Steering Group have been acting in the name of Peacehaven Town Council and Telscombe Town Council.

4. Expected benefits

a. The community

Transparency is a key principle of good governance and Councillors need to be fully informed

b. Other

Compliance with legal obligations, given that the Steering Group responses were presented on behalf partially of Peacehaven Town Council

5. Implications

5.1 Legal	Informing Council of what is done in its name.
5.2 Risks	None. Individual names will be redacted
5.3 Financial	
5.4 Time scales	
5.5 Stakeholders & Social Value	Councillors should be informed of what is done in their name
5.6 Contracts	
5.7 Climate & Sustainability	
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	
5.11 Privacy Impact	
5.12 Equality & Diversity	Lack of transparency privileges those with information

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Outside Body Representatives

Citizens Advice Bureau

Purpose:	The Citizens advice Bureau Service offers free, independent and confidential advice to anyone living in the Lewes District area.
Representatives:	Cllr Campbell, Cllr Sharkey

Community Transport Lewes Association (CTLA)

Purpose:	Lewes and surrounding area dial-a-ride service; charity dedicated for over 20 years to providing a wide range of transport services for isolated people, neighbourhoods, clubs, groups.
Representatives:	Cllr Alexander

Crimestoppers

Purpose:	Independent Charity that gives people the power to speak up and stop crime – 100% anonymously.
Representatives:	Cllr Seabrook

Lewes District Association of Local Councils

Purpose:	The Local Government Association's General Assembly, the 'parliament of Local Government', meets once a year. It considers strategic policy issues of national significance to local government in England and Wales
Representatives:	Cllr Donovan

Peacehaven & Telscombe Housing Association

Purpose:	A charitable Housing Association providing 17 quality sheltered housing for retired people at Dorothy House in Peacehaven. Promoting independent living with support.
Representatives:	Cllr Fabry

Peacehaven & Telscombe Access Group

Purpose:	Access group campaigns on access issues in Peacehaven, Telscombe and Saltdean. Meets every two months on Monday 2pm at Community House.
Representatives:	Cllr Griffiths

Royal British Legion	
Purpose:	The country's largest Armed Forces charity, with 180,000 members, 110,000 volunteers and a network of partners and charities.
Representatives:	

The House Project	
Purpose:	The House Project is a Charity that runs/or funds and sustainable projects that beneficial to the local community from Rottingdean, Saltdean, Telscombe Cliffs, Peacehaven, Newhaven and Denton
Representatives:	Cllr Gallagher

Town Forum – NOT CURRENTLY ACTIVE	
Purpose:	Representatives of many organisations and associations in the Peacehaven and Telscombe area meeting regularly to give reports and discuss options.
Representatives:	Cllr Donovan

Peacehaven Community Orchard	
Purpose:	The Peacehaven Community Orchard, which is cared for by a team of volunteers with the support of Brighton Permaculture Trust.
Representatives:	Cllr Harman

Peacehaven Community Garden	
Purpose:	The Peacehaven Community Garden exists for members to grow produce, share ideas and learn gardening skills and knowledge using permaculture principles.
Representatives:	Cllr Harman

South Downs National Park Authority	
Purpose:	Get to know the amazing history, species and communities of the South Downs
Representatives:	Cllr Gallagher, Cllr Gordon-Garrett

Peacehaven & District Residents Association	
Purpose:	Group to discuss and try to resolve issues facing the town
Representatives:	Cllr Gordon-Garrett, Cllr Donovan

Greenhavens Network	
Purpose:	This group was set up to support community groups who are volunteering to protect your green spaces and bring them to life.
Representatives:	Cllr Gallagher

Lewes & Havens Community Network	
Purpose:	Group for voluntary, community groups and all others working in the local community organised in partnership by 3VA and East Sussex County Council Locality Link Workers. It's one of 8 Locality Networks supporting community resilience across East Sussex
Representatives:	Cllr Alexander

Joint Action Group (JAG)	
Purpose:	Community Safety Partnership include Lewes District Council, the Police, Sussex Police Authority, East Sussex County Council, East Sussex Fire and Rescue Service, East Sussex Downs and Weald NHS Trust and Surrey and Sussex Probation Trust.
Representatives:	Cllr Seabrook

East Sussex Association of Local Councils (ESALC)	
Purpose:	East Sussex Association of Local Councils (ESALC) represents the interests of its 102 member Local Councils across East Sussex. ESALC is affiliated to the National Association of Local Councils (NALC). The role of the Association is to encourage, represent, advise, and train its member councils. Our goal is to ensure that the voice of the first tier of local government is heard across the county and by the Government.
Representatives:	Cllr Campbell, Cllr Gallagher

Havens Health PPG	
Purpose:	To work with the surgery and residents to resolve any service user issues.
Representatives:	Cllr Campbell, Cllr Griffiths

Peacehaven & District Chamber of Commerce	
Purpose:	Peacehaven & District Chamber of Commerce is a thriving modern membership organisation and is the responsible voice of business in the local area.
Representatives:	Cllr Campbell, Cllr Gallagher

Kempton House	
Purpose:	Aim Is to Support The Whole Community. Kempton house day Centre puts the needs of the community first, helping elderly people within the area.
Representatives:	Cllr Donovan

Peacehaven and Telscombe Football Club	
Purpose:	Local Football club with mens, ladies, and youth teams.
Representatives:	Cllr Gallagher, Cllr Cheta

Sustrans	
Purpose:	Sustrans has joined up with local community groups on the Holiday Activities and Food (HAF) programme to provide active travel games, workshops and activities for children during the school holidays.
Representatives:	Cllr Alexander

Community Speedwatch	
Purpose:	The voluntary work is entirely focused on early intervention by means of proactive education before anything else – training will be provided, a body camera can be worn.
Representatives:	Cllr Alexander, Cllr Gordon-Garrett

Havens Hub & Cars	
Purpose:	<p>Hub - We are committed to supporting good causes to fulfil their potential, improve skills and to succeed in meeting the needs of the community.</p> <p>Cars - Havens Community Cars CIO is a volunteer car scheme that provides residents in the Havens area access to transport provided by our wonderful team of volunteer drivers.</p>
Representatives:	Cllr Davies, Cllr Sharkey

SCDA Community Supermarket	
Purpose:	Series of community food projects, which aim to put food on tables across Seahaven, reduce food waste and bring our community together to grow, cook and eat.
Representatives:	Cllr Donovan

Rampion/ Offshore	
Purpose:	To represent the Council and feedback information as needed – phase 2 still not commenced.
Representatives:	Cllr Campbell

The Joff	
Purpose:	Youth groups to increase social, communication and independent living skills, LGBTQ groups, Sexual health advice resources, Substance misuse advice resources, C-Card drop in service.
Representatives:	Cllr Fabry

Peacehaven Community School	
Purpose:	Secondary School
Representatives:	Cllr Fabry, Cllr Sharkey

Lewes District Cost of Living Partners Action Group (CoLPAG)	
Purpose:	To identify issues being faced by residents in the Lewes District during the cost-of-living crisis
Representatives:	Cllr Fabry, Cllr Seabrook

Ouse Valley Energy Services Company (OVESCO)	
Purpose:	To generate community owned renewable energy locally and help as many people as possible to do the same. Educating and helping people to use less oil, coal and gas.
Representatives:	Cllr Gallagher

Peacehaven Parkrun	
Purpose:	Peacehaven parkrun is a FREE weekly 5k event for participants of all standards, which takes place every Saturday at 9:00am in Centenary Park, Piddinghoe Avenue, Peacehaven, BN10 8RJ.
Representatives:	Cllr Ashby-Parkin

Family Hubs	
Purpose:	Family Hubs in Lewes and Havens areas.
Representatives:	Cllr Campbell

Updated: 16th July 2024



Committee:	Full Council	Agenda Item:	C1254
Meeting date:	23rd July 2024	Authors:	Cllr Leonora Ashby-Parkin
Subject:	Park Run Container		
Purpose:	To agree on Park Run unit remaining painted		

Recommendation(s):

This report asks for the Park Run unit to remain painted without extra cladding being added.

1. Background

Park Run is a charitable organization in our community. They operate out of the green painted unit in the Big Park. Last year the council voted to an annual fee of £25 and the front of the unit to be cladded to look like the cafe.

After researching options prices have increased a lot as this was originally suggested some years back through the former main organizer of the event. The cladding and works to fit it reach over £2000 which is high for a donation based charity.

Park Run have recently painted the unit green and are asking that it be kept this way. As well as the financial implications, they are worried about potential vandalism and graffiti as the unit stands alone in a separate area to the cafe.

There is already another unit in the park that is simply painted green and Park Run ask to do the same and keep the newly painted façade.

Park Run is donation funded. They do a lot for the community, bringing so many people together. They would very much like to continue where they are doing what they do and appreciate the support the council offers them.

2. **Options for Council** - to agree on what is suitable for the Park Run unit. The unit also houses kit for the Junior Park Run which supports the younger members of the area and has a great turn out.

3. **Reason for recommendation** - I am the representative from the council and attended a recent park run. It would great to see it in action and familiarize myself with this situation.

4. **Expected benefits**

a. **The community** - by keeping the painted unit Park Run will be able to direct their donated funds to needed areas such as the annual fee and more.

b. **The environment** - the unit as a painted unit (green) blends in with the park as it is .

c. **Other Implications**

5.1 Legal	
5.2 Risks	
5.3 Financial	Cladding & work to fix it on one side has been quoted at £2000
5.4 Time scales	
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	Keeping a painted unit saves on using chestnut cladding
5.8 Crime & Disorder	
9. Health & Safety	
5.10 Biodiversity	The unit already blends in with the surroundings
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. **Appendices**



Peacehaven Town Council

Photo/ Graphic Here

Community & Business Plan

Our vision:

Peacehaven aims to be a sustainable environment providing a good quality of life for all residents and visitors.

Our mission:

To ensure Peacehaven remains a thriving community and a healthy, sustainable, attractive, resilient place to work, live and visit. To encourage vibrant retail and cultural development that blends with our special and distinctive environment. To listen to our community and encourage residents to engage, educate and evaluate us



Introduction

Peacehaven Town Council provides a range of local services and community facilities. The current population is about 15,700 living to the East, West and North of a central point, which is the Meridian Centre. Peacehaven is a growing town located between Newhaven to the East (with a ferry link to Europe) and the City of Brighton & Hove to the West. Peacehaven has a diverse age demographic with young families moving into the area alongside an elderly generation that has always lived in the town.

With the growth of the town, Peacehaven needs to embrace opportunities, overcome challenges and pull together as a community to make it a town to live, work and enjoy together.



Peacehaven Town Council is responsible for:

- Maintenance of allotments, some bus shelters, the Peacehaven & Telscombe War Memorial, several local parks, green spaces, sports and recreational facilities
- Provision of grants for local projects and organisations, and halls for social clubs and meetings
- Hosting local events for the benefit of the Community
- Peacehaven's lowest tier of government is the Peacehaven Town Council which has a statutory right to be consulted on local planning, highways and other amenities.



Core Values

Increasing pressures on finances mean that it is more important than ever that Peacehaven Town Council focuses on the things that matter most to Peacehaven. The following priorities aim to ensure that we gain the most use from our resources.

Empowering and supporting the community

Support a resilient, inclusive, and healthy community, tackle inequalities, and promote the safety of the community.

Growing the economy sustainably

Work with others to support sustainable growth and a strong community, ensure Peacehaven is a great place to invest in, live, work, and visit, and that Peacehaven Town Council is committed to being a responsible employer.

Helping children and young people

Support and inspire children and young people to raise their aspirations and reach their full potential.

Improving the quality of life for residents and visitors to Peacehaven

Endeavour to address the needs of residents within the resources and powers available to Peacehaven Town Council.

Supporting residents in need

Provide support in times of need and improve quality of life.

Valuing the environment

Promote sustainability and nature recovery, improve our infrastructure, safeguard our heritage and biodiversity.



Planning & Highways Committee

Project	Road Safety: Crossings & Islands		
Description	Map existing crossings and islands, survey opinion on changes, and present proposals for change to ESCC in priority order and advocate for the proposed changes with identified finances		
Target Completion	2027	Current Position	Not started
Resource Allocation	Initial research and mapping by Councillors, cost of survey by Officers, and Officer time		
Measure of Success	Completion of proposals for change, persuade ESCC		

Project	Improvements to A259 High Street Area		
Description	Assess all Kaner Olette report proposals for A259 and accept/ reject/ prioritise, with a report back to Full Council		
Target Completion	March 2025	Current Position	Started
Resource Allocation	Depends on conclusions - CIL expenditure, some money in Earmarked Reserves		
Measure of Success	Completion on time		



Planning & Highways Committee

Project	Footpaths, bridleways, and cycle/wheeling routes		
Description	Create a map of all footpaths and bridleways, including informal ones. Consider proposals to register any that are not already registered. Work with stakeholders to develop proposals for a possible East/West active travel route		
Target Completion	2026	Current Position	ESCC Cycle loop project begun
Resource Allocation	Councillor time, cost of map publication		
Measure of Success	Complete registration well in advance of 2030 deadline for LDC. Identify land for possible east-west routes for wheeling		

Project	Assets of nature, biodiversity, and built environment		
Description	Develop a strategic plan to measure, monitor, and improve assets of nature and biodiversity		
Target Completion	April 2027	Current Position	TPOs improved. Orchard, Community Garden
Resource Allocation	Councillor & Officer time, costs of plant and equipment to measure air/ sea quality		
Measure of Success	Protection and enhancement of green/ built assets with evidence.		



Civic & Community Events Committee

Project	Isolation		
Description	Develop the community space, increase community coffee mornings, and support local groups running community activities where necessary		
Target Completion	December 2024	Current Position	Some coffee mornings
Resource Allocation	Persons to run the community space, printing, officer time, and use of rooms in Community House		
Measure of Success	Amount of people using Community House and attending events		

Project	The Meridian Meander		
Description	Promote the Meridian Meander, with the benefits of healthy lifestyle, recognising local heritage, enjoyment of nature, and encouraging tourism to the town		
Target Completion	2025	Current Position	TFG Active
Resource Allocation	Councillor and Officer time		
Measure of Success	Demand for Meridian Meander leaflets, monitoring of website traffic via proposed QR codes		



Civic & Community Events Committee

Project	Contact with the Chamber of Commerce		
Description	Representatives from Peacehaven Town Council attending Chamber of Commerce meetings, regular updates from the Chamber and joint projects with the Chamber		
Target Completion	2025	Current Position	Outside body reps in place.
Resource Allocation	Officer and Councillor time, cost of breakfast meetings		
Measure of Success	Survey of local businesses and annual review meetings with the Chamber of Commerce		

Project	Closer working with Schools & Nurseries		
Description	Continue developing the role of the Youth Mayor and School/ Nursery projects. Collaborate with the School Council, and provide work experience placements		
Target Completion	2026	Current Position	In progress
Resource Allocation	Officer time		
Measure of Success	Lines of Communication in place with Schools and Nurseries		



Policy & Finance Committee

Project	Community House 10-year plan		
Description	Agree a 10-year plan to refurbish Community House with the aim of making the building sustainable and carbon net-zero		
Target Completion	December 2024	Current Position	Working Group in place
Resource Allocation	Officer time to manage project, procure grant funding and develop 10-year plan		
Measure of Success	10-year plan in place and agreed by Council		

Project	Net zero carbon resolution		
Description	To monitor and report on the Council progress to net zero carbon across Town Council functions, with agreed means of assessing carbon emissions		
Target Completion	2030	Current Position	Ongoing
Resource Allocation	Officer time and finance which could come from budgets, CIL, grants, and any other means		
Measure of Success	Achieve net zero carbon		



Policy & Finance Committee

Project	Efficiency and sustainability of Town Council resources		
Description	Through policy review and implementation, ensure that policies and procedures are promoting efficient and sustainable use of all Town Council resources		
Target Completion	April 2025	Current Position	Some policies in place
Resource Allocation	Officer time		
Measure of Success	Plan to review policies and procedures in place and being implemented		

Project	External Grant Applications		
Description	Develop knowledge of available grant funding from all sources		
Target Completion	2025	Current Position	Meetings and Projects Officer in place
Resource Allocation	Officer time for research		
Measure of Success	Number of Grant applications applied for, Officer in place with training, and measuring success rate of applications		



Personnel Committee

Project	Skills, training, and appraisals		
Description	Collect data and set timetable, procedures and evidence to ensure that skills, training, and appraisals up to date and promote continuous development		
Target Completion	March 2025	Current Position	Interim Assessment October 2024
Resource Allocation	Town Clerk & Line Manager's time, Personnel Committee members' time		
Measure of Success	Completion of annual appraisals to a high standard		

Project	Early resolution of complaints		
Description	Record and monitor complaints received, and early resolution of complaints by Officers		
Target Completion	2026	Current Position	Monitoring underway
Resource Allocation	Officer time		
Measure of Success	Quantifiable data demonstrating complaints are dealt with		



Personnel Committee

Project	Civility & respect and good employer schemes		
Description	Ensure civility and respect are at the centre of Council culture, following NALC & SLCC guidelines, and actively work towards an award (such as East Sussex Wellbeing at Work, or NALC Star Council)		
Target Completion	2025	Current Position	Signed Civility & Respect Pledge
Resource Allocation	Officer time and Personnel Committee.		
Measure of Success	Civility and Respect Pledge adhered to, award identified and applied for		

Project	Manage within staffing budgets, including overtime		
Description	Monitor quarterly staff costs including overtime and training		
Target Completion	March 2025	Current Position	Agenda item at Committee
Resource Allocation	RFO time and Personnel Committee		
Measure of Success	Annual costs maintained within staffing budget		



Leisure, Amenities, and Environment Committee

Project	Accessibility to parks and open spaces owned by the Town Council		
Description	Undertake an accessibility audit of Parks and open spaces and develop an Action Plan to make improvements		
Target Completion	2026	Current Position	Some areas audited
Resource Allocation	Officer and Councillor time		
Measure of Success	Audit completed and Action Plan in place through the Committee		

Project	The Hub		
Description	Replace the roof, heating system, and other improvements		
Target Completion	2027	Current Position	Successful CIL bid
Resource Allocation	CIL money, Officer and Councillor time, other options for financing		
Measure of Success	The Hub is a sustainable, accessible, useful, safe and welcoming venue		



Leisure, Amenities, and Environment Committee

Project	Complete the Green Infrastructure Plan		
Description	Work towards our carbon-neutral target by safeguarding our green spaces		
Target Completion	2030	Current Position	Action Plan & TFG in place
Resource Allocation	The Neighbourhood Plan Steering Group budget		
Measure of Success	Completed plan		

Project	Consultation on Sports & Leisure facilities		
Description	Carry out a public consultation on possible improvements to sports and leisure facilities in Peacehaven		
Target Completion	2026	Current Position	Not started
Resource Allocation	Officer and Councillor time, printing		
Measure of Success	Feedback from consultation submitted to Full Council		



George Dyson
Town Clerk

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TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Full Council	Agenda Item:	C1256
Meeting date:	23 July 2024	Authors:	Parks officer
Subject:	Planned archaeological dig in Centenary Park		
Purpose:	To note		

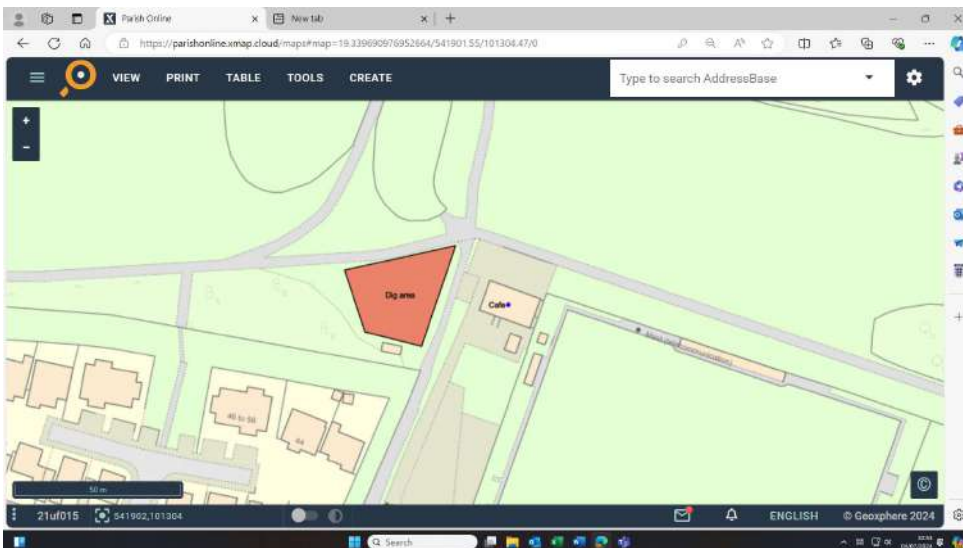
Recommendation(s):

To note the archaeological dig taking place on Centenary Park in September 2024.

1. Background

The big parks project had a fund set aside for archaeological displays; this was not used during the project, but has remained ring fenced for archaeology, ESCC has been given this fund to carry out an archaeological dig in the area to the west of the café which has been left undisturbed during the construction of Centenary Park, this will take place on 16th – 29th September 2024.

The dig will hopefully involve schools and residents and will have any findings on display during the two-week dig, there will also be an open day on the 21st of September with archaeological craft activities. There is also an option for the areas to be fenced off for a longer period of investigations if significant findings are found, this should not impact the usage of the park.



2. Options for Council

To note this event is taking place

3. Reason for recommendation

- Use of 106 money held by LDC
- Residents asked to be involved

4. Expected benefits

a. The community

Community participation,

b. The environment

Area to be returned to original state once the dig has completed

c. Other

5. Implications

5.1 Legal	
5.2 Risks	To be assessed by ESCC
5.3 Financial	Zero cost to PTC
5.4 Time scales	2 weeks
5.5 Stakeholders & Social Value	yes
5.6 Contracts	
5.7 Climate & Sustainability	
5.8 Crime & Disorder	Area covered by CCTV
5.9 Health & Safety	To be carried out by ESCC, dig area to be fenced in
5.10 Biodiversity	
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Full Council	Agenda Item:	C1257
Meeting date:	23 rd July 2024	Authors:	Town Clerk
Subject:	OVCA Funded Project		
Purpose:	To agree		

Recommendation(s):

To consider whether to authorise that the Clerk and 2 Councillors can execute the deed of dedication at this time.

1. Background

This has been discussed at several Committees now (Previous report included in appendix). Following the P&F meeting on 9th July, Councillors were asked to submit questions for clarification – one Councillor did so.

The Town Clerk has now gone out to seek legal advice relating to the implications of the deed of dedication, and has also gone back to the legal services Officer who provided the paperwork to ascertain why the appendices were not included. At the time of writing this report, we are still awaiting answers to these questions at the time of writing this report, although it is hoped that answers will be available in time for the Full Council meeting.

2. Options for Council

To decide whether to agree to proceed with the OVCA funded project.

3. Reason for recommendation

Following Committee discussions.

4. Expected benefits

a. The community

As outlined in the project details.

b. The environment

Part of OVCA

c. Other

5. Implications

5.1 Legal	Being confirmed
5.2 Risks	
5.3 Financial	Funded project
5.4 Time scales	
5.5 Stakeholders & Social Value	
5.6 Contracts	
5.7 Climate & Sustainability	
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices

Copy of report to P&F Committee.

George Dyson
Town Clerk

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Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Policy & Finance	Agenda Item:	PF1026
Meeting date:	9 th July 2024	Authors:	Parks Officer/ Town Clerk
Subject:	Ouse Valley Climate Action (OVCA) project		
Purpose:	To agree		

Recommendation(s):

To agree to proceed with the OVCA project and to recommend to Full Council that the Clerk be instructed to fill out the required forms, execute the agreements, and provide any information as requested by the project.

1. Background

Peacehaven Town Council has been committed to OVCA project since 2018.

The Town Clerk has received the following email from the South Downs National Park regarding the successful bid.

I write further to previous correspondence in this matter. In order to proceed, the Lottery Fund's solicitor requires the following:

a) *Certificate of Title for each parcel of land on which capital works are being undertaken. A certificate of title is a document provided by a conveyancing solicitor which confirms certain statements about a property. The certificate of title for the land owned by Peacehaven Town Council will need to be provided by a solicitor acting on behalf of Peacehaven Town Council. The solicitor giving the certificate will need to certify that they have fully investigated the title of the property and made all the usual and prudent searches and enquiries with regard thereto and certify that the information given in the certificate is correct.*

Please instruct a solicitor to prepare the certificate of title (in the form attached) for the land owned by Peacehaven Town Council.

b) *Tripartite Deed of Dedication – a tripartite agreement in the form shown attached to be made between Peacehaven Town Council (as the land owner), the grant recipient (South Downs National Park) and the Lottery Fund.*

c) *Signed Land Registry form RX1s (to allow a restriction to be entered on the title to each parcel of land) will be required from Peacehaven Town Council.*

d) *Plans showing the land within Peacehaven Town Council's ownership on which capital works are being undertaken.*

e) *Copies of the Land Registry title documents showing Peacehaven Town Council's ownership.*

The text below is the wording from the original bid form showing what was intended to be placed in Centenary Park as part of the gateway to the downs.

This project involves planting native deciduous trees in an avenue leading walkers to the gateway (into the South Downs). Along with this, four themed mosaic sculptures will be used as way-marking posts to guide the local community onto the downland footpaths. A local mosaic artist will be commissioned to create this work and run workshops with the local community, specifically targeting local youths. The first post will be a totem pole with 3 fingers directing people to the paths. The last 3 will be animals or plants found on the Downs. A further interpretation panel about downland species and the network of footpaths will be installed at the gateway. A litter bin will be installed near the interpretation board at the entrance to the South Downs.

2. Options for Council

The Clerk to be instructed to fill out the required forms and provide any information as requested by the project, including executing the deeds with 2 Councillors to sign as witnesses.

3. Reason for recommendation

Peacehaven Town Council originally applied for funding for trees leading from Centenary Park to the entrance to the South Downs National Park at the east end of the park, but signposts and an Interpretation Board have been added to the bid.

The bid is fully funded by the lottery bid.

4. Expected benefits.

a. The community

The new signage and gateway to the downs will encourage residents to use the national park for walking and recreation.

b. The environment

Trees have been planted to direct residents on to the national park

c. Other

5. Implications

5.1 Legal	Executing the required deeds
5.2 Risks	Project plans
5.3 Financial	Lottery funded project
5.4 Time scales	
5.5 Stakeholders & Social Value	Yes
5.6 Contracts	
5.7 Climate & Sustainability	Tree planting
5.8 Crime & Disorder	
5.9 Health & Safety	
5.10 Biodiversity	Disease resistant Elm trees planted
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices

CERTIFICATE OF TITLE
ENGLAND & WALES

Is the Grant Recipient the same as the Landowner?

Yes

No

Name of Landowner

Address of Property

Name of Grant Recipient

("the Property")

Project Name

URN

("the Project")

TRANSACTION: Legal Charge/ Deed of Dedication

Shown edged red on attached plan

Yes

SECTION 1 – GENERAL

G1. Is the property concerned freehold or leasehold?
(If leasehold, please also complete Section 2)

Freehold

Leasehold

G2. Is the property registered at the Land Registry?

Yes - The title to the property is registered at HM Land Registry under title No []
with absolute title.

No - The title to the property is unregistered and is not subject to first registration.

G3. Does the Landowner have a good and marketable title to the property free from:

Yes

No

• Any lease, charge, mortgage or lien;
(if **No**, please disclose in the schedule)?

• Easements, covenants or other matters which are onerous or unusual
(if **No**, please disclose in the schedule)?

G4. Does the Landowner hold the entire legal and beneficial interest

in the property? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
G5. Does the property have the benefit of all rights, easements and wayleaves (including right of access and support) necessary for the use and enjoyment of the property for its existing use and for the delivery of the project together with all usual services? (If No , please disclose in the schedule)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
SECTION 2 – LEASEHOLD		
L1. Please confirm the following lease terms:		
• The length of the lease	<input type="text"/>	
• The commencement date	<input type="text"/>	
• The annual rent	<input type="text"/>	
• Parties to the lease	<input type="text"/>	
	Yes	No
L2. Is the Leaseholder the same as the Grant Recipient? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L3. Does the lease contain adequate provision for the management, maintenance And repair of common parts, common services and any amenity area? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L4. Does the lease contain any provision for forfeiture on any ground other than non payment of rent or breach of covenant by the tenant? (if Yes , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
L5. Is the right of the Leaseholder to assign, charge or underlet unfettered? (if No , please disclose in the schedule)	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No
L6. Is the insurance of the property controlled by the Leaseholder?	<input type="checkbox"/>	<input type="checkbox"/>
If No , does the lessor's insurance cover the replacement value of the property	<input type="checkbox"/>	<input type="checkbox"/>

and is the lessor obliged to apply insurance monies to reinstatement?

L7. Are there any outstanding rents or other charges due under the lease?
(if **Yes**, please disclose in the schedule)

L8. Are any of the tenants covenants unusually onerous?
(if **Yes**, please disclose in the schedule)

L9. Does the lease contain any provision for the review of rent?
(if **Yes**, please disclose in the schedule)

L10. Does the lease contain any options to determine?
(if **Yes**, please disclose in the schedule)

L11. Have Section 24 to 28 of the Landlord and Tenant act 1954 been excluded
in relation to the tenancy created by the lease?

We confirm that we have fully investigated the title of the property and we have made all the usual and prudent searches and enquiries with regard thereto (save as disclosed in the Schedule) and certify that the information given is correct.

We [are solicitors holding professional indemnity insurance cover of £ [redacted] and we]* acknowledge that the Big Lottery Fund is relying on this Certificate for the purposes of the Transaction in connection with the proposed grant of monies to [insert name of Grant Recipient] in connection with the Project and we certify that the matters referred to in the schedule do not disclose matters which in our/my opinion would prevent the Project being delivered in full and in accordance with the Fund's terms and conditions of grant.

Signed

Dated

Name of Practice

Address

* This can be deleted by the in-house legal department of a statutory authority

DISCLOSURE SCHEDULE

If there are any matters to disclose in this Schedule, then those matters and any documents attached relating to such matters must be certified as showing no adverse entries or disclosing matters which would prevent the Project being delivered in full and in accordance with the Fund's terms and conditions of grant.

TRIPARTITE DEED OF DEDICATION

DATED the _____ day of _____ 2022

BETWEEN (1) [REDACTED] (“the Landowner”) , and
(2) [REDACTED] (“the Grant Recipient”) , and
(3) **THE BIG LOTTERY FUND (OPERATING AS THE NATIONAL LOTTERY COMMUNITY FUND)**, a body corporate established by the National Lottery Act 2006, of 1st Floor Peel Building, 2 Marsham Street, London SW1P 4DF (“the Fund”)

BACKGROUND

- (A) The Grant Recipient has made a successful application to the Fund for an award to fund the Project.
- (B) The Landowner has agreed to a Project being carried out on Land belonging to the Landowner, with the use of money to be provided by the Fund.
- (C) The Landowner and the Grant Recipient have agreed to enter into this Deed in recognition of the fact that the Project is to be funded in whole or in part by the Fund.
- (D) The Landowner has agreed to enter into an agreement with the Grant Recipient to manage and operate the Project. The Grant Recipient acknowledges that it will remain directly responsible to the Fund for all aspects of the Project and monitoring of the Project by the Fund, pursuant to the obligations contained in the Terms and Conditions of the grant.

NOW THIS DEED WITNESSETH

1 Definitions

- 1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires

“Asset Liability Period” means the period from [] to [XX years from the Date of Practical Completion]

“Capital Grant”	means the grant awarded to the Grant Recipient by the Fund for the Project as set out in the Grant Offer Letter and subject to the Grant Conditions
“Date of Practical Completion”	has the same meaning as given in the Grant Conditions
“Grant Offer Letter”	means the grant offer letter made by the Fund to the Landowner dated [] which incorporated the Grant Conditions a copy of which is included at Appendix 1
“Grant Conditions”	means the terms and conditions attached to the Grant Offer Letter a copy of which is annexed to this Deed at Appendix 2 and as amended from time to time
“the Land”	means all that land [and buildings] at [state address] [as the same is registered at the Land Registry under title(s) number(s)] [and as edged red on the Plan]
“the Plan”	means the plan attached hereto
“the Project”	means the project to be funded under URN:[] and subject to the Fund’s Standard Terms and Conditions of grant

1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

1.3 Unless the contrary intention appears references in this deed to:

1.3.1 parties and other persons include their successors and assigns.

1.3.2 an obligation of the Landowner do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and

- 1.3.3 a defined term shall include each and every part.
- 1.3.4 particular legislation (unless stated otherwise) include any reference to that legislation as amended, consolidated or re-enacted from time to time and to all subordinate legislation made under it from time to time.
- 1.4 Where the words “include(s)” or “including” are used they are deemed to have the words “without limitation” following them.
- 1.5 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this Deed.
- 1.6 The appendices form part of this Deed and have effect as if set out in the body of this Deed. Any reference to this Deed includes the appendices.
- 1.7 Words importing:
- 1.7.1 the singular number also include the plural and vice versa;
- 1.7.2 any gender include every gender;
- 1.7.3 natural persons include firms companies and corporations and vice versa.
- 1.8 Where the expression “Landowner” and/or “Grant Recipient” refers to more than one person or company:
- 1.8.1 any reference in this Deed to “Landowner” and/or “Grant Recipient” is a reference to each and every party comprising the Landowner and/or Grant Recipient, as applicable.
- 1.8.2 any covenant required by this Deed to be given by the Landowner and/or the Grant Recipient is to be given jointly and severally by all persons or companies comprising the Landowner and/or the Grant Recipient.
- 1.8.3 the liability of the Landowner under this Deed is the joint and several liability of all persons or companies comprising the Landowner.
- 1.8.4 the liability of the Grant Recipient under this Deed is the joint and several liability of all persons or companies comprising the Grant Recipient.
- 1.9 A reference to writing or written excludes fax and e-mail.

- 1.10 A reference to **this Deed** or to any other agreement or document referred to in this Deed is a reference to this Deed or such other agreement or document as amended and restated varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.11 Any reference to the consent or approval of the Fund being required is to a consent or approval in writing which must be obtained before the relevant act is taken or event occurs
- 2 In consideration of the Fund funding the Project by way of the Capital Grant the Landowner and Grant Recipient hereby covenant with the Fund that in respect of the Land the Landowner and Grant Recipient will:-
 - 2.1 not without the prior written consent of the Fund, assign, transfer or charge the Land or grant any lease or licence, agree to grant any lease or licence or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land except to the Grant Recipient;
 - 2.2 not, save with the prior written consent of the Fund, use the Land other than for the purpose of the Project; and
 - 2.3 not damage or destroy the Project.
3. Where the Fund grants consent to any transfer, lease or other disposition of the Land (or any part or parts of the Land) pursuant to clause 2.1 the Landowner and/or Grant Recipient (as applicable) must first:
 - 3.1 comply with the terms of any conditions attached to the Fund's consent to the Fund's satisfaction; and
 - 3.2 procure that the person acquiring such interest (or if more than one person then such persons jointly and severally) covenants with the Fund in equivalent terms (mutatis mutandis) to this Deed and agrees to an equivalent restriction being placed on the title to the property transferred.
4. The Fund may assign the benefit of this Deed to such person as it thinks fit.
5. The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.

6. The Grant Recipient represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Grant Recipient.
7. Without prejudice to any right or remedy of the Fund for breach of covenant occurring before the expiration of this Deed, this Deed shall expire at midnight on the last day of the Asset Liability Period.
- 8.1 The Landowner hereby consents to and applies on Form RX1 (or such other form as may be prescribed from time to time) to the Chief Land Registrar for the registration at H M Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at H M Land Registry of a restriction in substantially the following terms:-

" Until [insert date] no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Big Lottery Fund of 1ST Floor Peel Building, 2 Marsham Street, London SW1P 4DF, or their conveyancer."
- 8.2 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 8.1 against the title to the Land or any part of the Land which becomes at any time after the date of this Deed but during the ownership of the Landowner registered at HM Land Registry and shall deliver to the Fund an official copy of such title showing registration of the restriction.
9. The Landowner shall at its own cost and within 28 days of the date of this Deed register and maintain the registration of the restriction referred to in clause 8.1 against the title to the Land or any part of the Land which becomes at any time after the date of this Deed but during the ownership of the Landowner registered at HM Land Registry and shall deliver to the Fund an official copy of such title showing registration of the restriction.
10. A person who is not a party to this Deed is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11. The law of England and Wales governs the construction of this Deed and any dispute arising in connection with it. The courts of England and Wales have exclusive jurisdiction to settle any dispute in connection with this Deed.

12. This instrument was executed as a deed but not delivered until the date set out above.

Executed as a deed by affixing the seal)
Of the **THE BIG LOTTERY FUND**)
(OPERATING AS THE NATIONAL LOTTERY)
COMMUNITY FUND) and authenticated by an)
authorised officer:-)

.....
Signature

.....
Name of authorised officer

.....
Title of authorised officer

Executed as a deed by

[Landowner]

By: XX

Position:

Executed as a deed by

[Grant Recipient]

By: XX

Position:

:

Appendix 1

Grant Offer Letter

Appendix 2

Grant Conditions

Appendix 3

Plan

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.

HM Land Registry is unable to give legal advice, but you can find guidance on HM Land Registry applications (including our practice guides for conveyancers) at www.gov.uk/land-registry.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

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

HM LAND REGISTRY USE ONLY Record of fees paid
Particulars of under/over payments
Reference number Fees debited £

Where there is more than one local authority serving an area, enter the one to which council tax or business rates are normally paid.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Place 'X' in the appropriate box.

Give a brief description of the part affected, for example 'edged red on the attached plan'.

Complete details of charge if appropriate.

To find out more about our fees visit www.gov.uk/government/collections/fees-land-registry-guides

Place 'X' in the appropriate box.

The fee will be charged to the account specified in panel 7.

1	Local authority serving the property:				
2	Title number(s) of the property:				
3	<p>Property:</p> <p>The restriction applied for is to affect</p> <p><input type="checkbox"/> the whole of the registered estate</p> <p><input type="checkbox"/> the part(s) of the registered estate as shown:</p> <p><input type="checkbox"/> the registered charge(s) dated _____ in favour of: _____</p>				
4	<p>Application and fee</p> <table border="1"> <thead> <tr> <th>Application</th> <th>Fee paid (£)</th> </tr> </thead> <tbody> <tr> <td>Entry of restriction</td> <td></td> </tr> </tbody> </table> <p>Fee payment method</p> <p><input type="checkbox"/> cheque made payable to 'Land Registry'</p> <p><input type="checkbox"/> direct debit, under an agreement with Land Registry</p>	Application	Fee paid (£)	Entry of restriction	
Application	Fee paid (£)				
Entry of restriction					

List the documents lodged with this form. If this application is accompanied by either Form AP1 or FR1 please only complete the corresponding panel on Form AP1 or DL (if used). Original documents are only required if your application is a first registration, when we will return the originals if a certified copy has been supplied. If your application is not a first registration then we only need certified copies of deeds or documents you send to us with HM Land Registry application forms. Once we have made a copy of the documents you send to us, they will be destroyed, this applies to both originals and certified copies.

Provide the full name(s) of the person(s) applying to enter the restriction. Where a conveyancer lodges the application, this must be the name(s) of the client(s), not the conveyancer.

This panel must always be completed.

A key number is only available to professional customers, such as solicitors.

If you are paying by direct debit, this will be the account charged.

This is the address to which we will normally send requisitions. However if you insert an email address, we will use this whenever possible. Where an application is lodged by e-DRS all documents and correspondence will be dealt with electronically.

We will only issue warning of cancellation letters to conveyancers if an email address is inserted.

5 Documents lodged with this form:	
6 The applicant:	
7 This application is sent to Land Registry by <input data-bbox="662 660 1428 705" type="text" value="Key number (if applicable):"/> Name: Address or UK DX box number: Email address: Reference:	
Phone no:	Fax no:

You must place 'X' in only one box in this panel. See Practice Guide 19 if you are unsure which option you need to select.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose evidence of the applicant's entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent with this application. HM Land Registry may destroy documents after scanning.

If you are a conveyancer the certificate is sufficient to comply with HM Land Registry's requirements. If no conveyancer is acting, you must enclose the relevant consent and evidence of entitlement to be registered as proprietor with this application. HM Land Registry may destroy documents after scanning.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

8 The applicant is entitled to apply for a restriction because

(A) Applicant is the registered proprietor

The applicant is the registered proprietor of the estate/charge referred to in panel 3

(B) Applicant is entitled to be registered as the proprietor

Evidence of that entitlement accompanies this application

I am the applicant's conveyancer and certify that I am satisfied that the applicant is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of the applicant's entitlement, or an application for registration of the applicant as proprietor is pending at Land Registry

(C) Application made with the consent of the registered proprietor

The relevant consent accompanies this application

I am the applicant's conveyancer and certify that I hold the relevant consent

(D) Application made with the consent of person entitled to be registered as proprietor

The relevant consent and evidence of that entitlement accompany this application

I am the applicant's conveyancer and I certify that the relevant consent accompanies this application.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

I am the applicant's conveyancer and I certify that I hold the relevant consent.

I also certify that I am satisfied that the person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry

(E) Other evidence in support of applicant's claim

None of the above statements applies but the applicant has the following sufficient interest in the making of the entry of the restriction applied for in panel 9

The applicant has made the statement in panel 12

I am the applicant's conveyancer and I certify as to the applicant's interest in panel 13

Set out in full the wording of the restriction required. For standard form restrictions, also insert the reference letter(s) of the form. For non-standard form restrictions delete the words in square brackets. Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003. Further guidance is contained in Practice Guide 19.

You must set out the wording of the restriction in full, unless you are applying for a standard form of restriction that has no variable content.

You must include the address(es) for service where a standard form of restriction requires an address to be included or where any other restriction requires a consent or certificate to be provided, or notice to be served on the restrictioner. Each restrictioner 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 electronic address.

If the restriction refers to a registered company or limited liability partnership incorporated anywhere in the United Kingdom include the registered number (including any prefix) immediately after the name of the company. For an overseas company include the territory of incorporation and if its particulars are registered at Companies House, state the registered number in England and Wales.

If a conveyancer is acting for the applicant, that conveyancer must sign. If no conveyancer is acting, the applicant (and if more than one person then each of them) must sign.

The conveyancer must sign if they have given one of the certificates referred to in panel 8.

See panel 8.

9 The applicant applies to enter a restriction [in standard form] against the estate/charge referred to in panel 3 in the following words:

10 Signature of applicant or their conveyancer: _____
Date:

11 I/We consent to the entry of the restriction specified in panel 9 against the estate or charge referred to in panel 3.

Print full name	Signature
1.	1.
2.	2.
3.	3.
4.	4.

Only complete this panel if you have completed option (E) in panel 8. If a conveyancer is lodging the application, the conveyancer may either complete panel 13 and leave this panel blank, or may arrange for the applicant to complete this panel.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

Only complete this panel if you have completed option (E) in panel 8 and a conveyancer is lodging the application.

Set out the nature of the applicant's interest.

Set out details of the circumstances in which the interest arose.

List any supporting documents in panel 5 or on Form AP1 or DL (if used).

See the warnings at the end of this form.

12 The applicant states that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of applicant:

13 I certify that the applicant has a sufficient interest in the restriction being entered in the register.

Nature of applicant's interest:

Details of how the applicant's interest arose:

Signature of conveyancer:

The conveyancer's full name is:

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.

Section 77 of the Land Registration Act 2002 imposes a duty not to apply for the entry of a restriction without reasonable cause; anyone in breach of this duty may be liable to damages to anyone who suffers loss in consequence.

DATED

GRANT AGREEMENT

for **HOWARD PEACE PARK ACCESSIBILITY PROJECT**

between

LEWES DISTRICT COUNCIL

and

PEACEHAVEN TOWN COUNCIL

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This agreement is dated

2024

Parties

- (1) LEWES DISTRICT COUNCIL whose principal address is at 6 High Street, Lewes BN7 2AD (**Funder**)
- (2) PEACEHAVEN TOWN COUNCIL whose principal address is at Meridian Centre, Meridian Way, Peacehaven BN10 8BB (**Recipient**)

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The parties confirm that it is their intention to be legally bound by this agreement. The parties further acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Asset: any land, building, equipment or other asset that is to be purchased or developed using the Grant, and **Assets** will be construed accordingly.

Anti-bribery Laws: all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Recipient or any person who controls the Recipient. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the

direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Commencement Date: the date on which this agreement takes effect, being the date of this agreement.

Confidential Information: all information in any medium or format that one party discloses to the other party in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Data Protection Legislation: all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Default Event: an event or circumstance set out in clause 17.1.

Duplicate Funding: funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to the Funder.

English Competition Requirement: means any Applicable Law which:

- a) is in force and/or in effect and/or applies in England; and
- b) which regulates any subsidy or other funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in England and/or the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries (as the case may be).

Eligible Expenditure: the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project and which complies in all respects with the eligibility rules in clause 4.

Financial Irregularity: has the meaning given in clause 9.2.

Financial Year: the period running from 1 April to 31 March in the following year.

Grant: the sum or sums to be paid to the Recipient in accordance with this agreement.

Grant Manager: the individual who has been nominated to represent the Funder for the purposes of this agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on _____ 2026 (being two years from the Commencement Date).

Ineligible Expenditure: expenditure incurred by the Recipient which is not Eligible Expenditure, including the non-exhaustive list of ineligible expenditure set out in clause 4.7.

Intellectual Property Rights: all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Maximum Sum: the maximum amount of the Grant that the Funder will provide to the Recipient for the Project, being £18,693.90.

Prohibited Act:

(1) directly or indirectly offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

- a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other agreement with the Funder; or
- b) showing or not showing favour or disfavour to any person in relation to this agreement or any other agreement with the Funder;

(2) committing any offence:

- a) under the Anti-bribery Laws;
- b) under legislation creating offences in respect of fraudulent acts; or
- c) at common law in respect of fraudulent acts in relation to this agreement or any other agreement with the Funder; or

(3) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Recipient for the purposes of this agreement.

Representatives: a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

Subsidy Control Law: means all Applicable Laws relating to subsidy control, including but not limited to:

- (1) the law relating to the Trade and Cooperation Agreement 2020 ("TCA") and in particular Part 2 Title XI Chapter 3 Article 365 in relation to compensation granted to an economic actor that is assigned with a task in the public interest, including the relevant treaties, laws, directives, decisions, regulations and court judgements;
- (2) the law relating to the Subsidy Control Act 2022; or

(3) an English Competition Requirement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and any Crown body.

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.4 A reference to **writing** or **written** includes email but not fax.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2. Purpose of Grant

2.1 The Recipient will use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this agreement.

2.2 The Recipient will not make any significant change to the Project without the Funder's prior written agreement.

3. Payment of Grant

3.1 Subject to the rest of this clause 3 and the Recipient's full compliance with the provisions of this agreement, the Funder will make Grant payments to the Recipient within 14 working days of the Commencement Date.

3.2 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process a Grant instalment.

3.3 The Recipient accepts that payments of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.

3.4 The Funder will only pay the Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Project. The Funder will not make any Grant payment until the Funder is satisfied that:

- (a) the payment will be used in full to reimburse Eligible Expenditure already incurred in the delivery of the Project; and
- (b) any previous Grant payments have been used for Eligible Expenditure only.

- 3.5 The Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.6 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 3.7 The Recipient must hold the Grant in a separate bank account, in the name of the Recipient, which must be an ordinary business bank account. The Recipient must not transfer any part of the Grant to any other bank accounts except as necessary to carry out the Project.
- 3.8 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. Use of Grant

- 4.1 The Recipient may only use the Grant for the delivery of the Project in accordance with the agreed invoice in 2.
- 4.2 The Recipient must not use the Grant, without the written consent of the Funder, to:
 - (a) purchase any building or land;
 - (b) spend on advertising, communications, consultancy or marketing; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written consent of the Funder.
- 4.4 If any part of the Grant remains unspent at the end of the Grant Period or on early termination of this agreement, the Recipient must ensure that those unspent monies are promptly returned to the Funder unless otherwise directed in writing by the Funder.
- 4.5 The Recipient will be the sole recipient of the Grant. The Recipient will be responsible for managing the Grant as between itself and any third parties involved in performing the Project including complying with Subsidy Control Law as applicable. This includes securing the re-payment of the Grant if requested by the Funder in accordance with this agreement.
- 4.6 The Grant must not be used for any of the following non-exhaustive list of items:

- (a) paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
- (b) using the Grant to enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (c) using the Grant to petition for additional funding;
- (d) expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- (e) input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);
- (f) payments for activities of a political or exclusively religious nature;
- (g) interest payments or service charge payments for finance leases;
- (h) gifts;
- (i) statutory fines, criminal fines or penalties;
- (j) payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources;
- (k) bad debts to related parties;
- (l) the depreciation, amortisation or impairment of assets; and
- (m) novel or contentious payments without the prior written consent of the Funder. This includes any payment that could cause embarrassment to the Funder (for example, any excessive severance payment, unfair dismissal costs or other compensation).

5. Other funding

- 5.1 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs) before the Commencement Date, the Recipient confirms that:
- (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
 - (b) the amount of this funding is included in Schedule 3 together with a clear description of what that funding will be used for.
- 5.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and provide the Funder with details of the source, amount and purpose of that funding.
- 5.3 The Recipient must not apply for or obtain Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this agreement. The Funder may exercise its rights under clause 17 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

6. Grant review

- 6.1 The Funder will review the Grant every twelve months during the Grant Period. The Funder will take into account the Grant Recipient's delivery of the Project against the agreed outputs in Schedule 1 and the reports produced by the Recipient under clause 8.2.
- 6.2 Each review may result in the Funder deciding to take one or more of the following steps:
- (a) allowing this agreement to continue in line with existing plans;
 - (b) increasing or decreasing the Maximum Sum;
 - (c) requesting the Recipient to re-define the outputs of the Grant or carry out remedial activity to improve delivery of the Project;
 - (d) recovering any Grant monies that have not been spent by the Recipient;
 - (e) terminating this agreement under clause 26; or
 - (f) taking any other action deemed reasonable in the circumstances.
- 6.3 If the Recipient is requested to carry out remedial activity pursuant to clause 6.2(c), it will submit a plan to the Funder setting out the steps it proposes to take to rectify the areas identified by the Funder and the timetable for taking those steps.
- 6.4 The Recipient may make representations to the Funder regarding its decision under clause 6.2. The Funder is not obliged to take those decisions into account. Its decision will be final and at its absolute discretion.

7. Accounts and records

- 7.1 The Recipient must ensure that the Grant is shown in its accounts as a restricted fund and is not included under general funds.
- 7.2 The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 7.3 The Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate.
- 7.4 At any time during the Grant Period and for up to six years after it, the Funder may review the Recipient's accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. The Recipient grants to the Funder and its Representatives full access to the Recipient's accounts, records and premises for the purposes of carrying out an audit under this clause 7.4.
- 7.5 The Recipient will provide the Funder, if requested, with a copy of its annual accounts within six months of the end of each Financial Year in the Grant Period.

7.6 The Recipient will comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

8. Monitoring and reporting

8.1 The Recipient will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.

8.2 The Recipient will provide the Funder, if requested, with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter. Each report will be in the format, and contain the information, reasonably required by the Funder. The Recipient will provide the Funder with each report within one month of the last day of the quarter to which it relates. Delay in providing the required information may lead to Grant payments being withheld, reduced or withdrawn.

8.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient will include the amount of that funding in its financial reports together with details of what that funding has been used for.

8.4 During the Grant Period and for twelve months after it, the Recipient will:

- (a) permit any person authorised by the Funder reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement; and
- (b) provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this agreement.

8.5 During the Grant Period and for 12 months after it, the Funder may request, and the Recipient will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, the Recipient will provide, if reasonably requested by the Funder (including where the Funder suspects that the Grant has been misused), a report from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this agreement.

8.6 The Recipient will provide the Funder with a final report on completion of the Grant Period which will confirm whether the Project has been successfully and properly completed.

9. Financial management

9.1 The Recipient must at all times comply with Anti-bribery Laws.

- 9.2 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (**Financial Irregularity**).
- 9.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
- (a) explain to the Funder what steps are being taken to investigate the irregularity;
 - (b) keep the Funder informed about the progress of any investigation;
 - (c) assist the Funder in any investigations it initiates; and
 - (d) refer the matter to external auditors or another third party if required to do so by the Funder.
- 9.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:
- (a) suspend future payments of the Grant;
 - (b) insist that the Recipient addresses the Financial Irregularity; and
 - (c) require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

10. Conflicts of interest

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this agreement.

11. Acknowledgement and publicity

- 11.1 The Recipient must not make any public announcement or comment about, or publish any publicity material referring to, the Grant or the Funder without the prior written agreement of the Funder (not to be unreasonably withheld or delayed).
- 11.2 The Recipient must acknowledge the support of the Funder, including an acknowledgement of the Funder as the source of the Grant, in:
- (a) its annual report and accounts;
 - (b) any other materials that refer to the Project; and
 - (c) any written or spoken public presentations about the Project.

Each acknowledgement must include the Funder's name and logo.

- 11.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.

- 11.4 The Funder may publicise the Grant and details of the Project, using the Recipient's name and logo and any information gathered from its initial Grant application or any reports submitted to the Funder under this agreement, without prior notice.
- 11.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated or organised by the Funder.
- 11.6 The Recipient will comply with all reasonable requests from the Funder to facilitate visits and provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

12. Intellectual Property Rights

- 12.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.
- 12.2 Other than as expressly set out in this agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 12.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).
- 12.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of this agreement, cease to make any further use of those Intellectual Property Rights [and return or destroy materials containing those Intellectual Property Rights as requested by the Funder].

13. Confidentiality

- 13.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.
- 13.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.
- 13.3 Nothing in this clause 13 prevents the Funder from disclosing any Confidential Information of the Recipient:

- (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
- (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
- (c) where disclosure is required by Applicable Law, including under clause 14 and clause 19.

14. Freedom of information

14.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, **Request for Information** means a request for information or an apparent request under the FOIA or the EIRs.

14.2 The Recipient will:

- (a) provide all necessary assistance and co-operation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
- (c) provide the Funder with a copy of all information requested in the Request for Information which is in its possession or control in the form that the Funder requires within five Business Days (or any shorter period that the Funder may reasonably specify) of the Funder's request for that information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Funder.

14.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder will take reasonable steps to notify the Recipient of a request for information that directly relates to the Recipient (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in this agreement, the Funder will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

14.4 The Recipient acknowledges and agrees that the Funder may:

- (a) publish this agreement, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and
- (b) share details of the Grant, including the Recipient's name and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

15. Not used

16. Assets

- 16.1 The Recipient must keep a register of all Assets acquired or developed with the Grant. Each entry in the register will include a description of the Assets, the date of acquisition or improvement, cost and location, and any other information reasonably required by the Funder.
- 16.2 All Assets must only be used for delivery of the Project.
- 16.3 The Funder reserves the right to determine the outcome of any Asset.
- 16.4 The Recipient must not charge or agree any security over any Assets without the prior written consent of the Funder.
- 16.5 The Recipient must not transfer or dispose of any Assets without the prior written consent of the Funder.
- 16.6 Unless otherwise agreed in writing by the Funder, the Recipient must pay to the Funder the proportion of the proceeds of any Asset sale that is equivalent to the proportion of the purchase or development costs of the Asset that was funded by the Grant.

17. Withholding, reducing and repayment of Grant

- 17.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 17.2 if:
- (a) the Recipient uses the Grant for Ineligible Expenditure;
 - (b) the Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in the Funder's opinion;
 - (c) the delivery of the Project does not start within three months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation (in the Funder's opinion) for the delay;
 - (d) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (e) the Recipient is, in the opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
 - (f) the Recipient applies for or obtains Duplicate Funding for the Project;
 - (g) the Recipient obtains funding from a third party which, in the opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (h) the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;

- (i) the Recipient commits or has committed a Prohibited Act;
- (j) the Funder determines that the Recipient or any Representative or member of the governing body of the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of the Funder; or (b) taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;
- (k) the Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without the Funder's consent;
- (l) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (m) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;
- (n) the Recipient charges, transfers, or disposes the Assets without the Funder's prior written consent;
- (o) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any Applicable Laws, including those relating to Subsidy Control Law; or (ii) the UK's obligations under any international agreement in relation to state subsidies; or
- (p) the Recipient is undergoing or undergoes a Change of Control which the Funder considers will be materially detrimental to the Project.

17.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the Maximum Sum;
- (c) require the Recipient to repay all or any part of the Grant previously paid to the Recipient; and
- (d) terminate this agreement.

17.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 17.2(c) or clause 17.2(d) unless the Recipient fails to rectify the default to the satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this agreement.

17.4 Wherever any sum of money is recoverable from the Recipient under this agreement, the Funder may deduct that sum from any sums due to the Recipient under this agreement or any other agreement with the Funder.

17.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this agreement, it will notify the Funder as soon as possible so that, if possible and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

18. Compliance with law

18.1 The Recipient must carry out the Project and its obligations under this agreement in accordance with all Applicable Laws, including all Applicable Laws:

- (a) relating to equality or prohibiting any form of discrimination; or
- (b) concerning health and safety in relation to people working on the Project.

18.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

19. Subsidy

Not used

20. Environment

20.1 The Recipient will carry out the Project with due regard to the protection of the environment, including by:

- (a) minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
- (b) conserving the use of raw materials, water, energy and other resources;
- (c) adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
- (d) limiting the Project's impact on biodiversity and nature.

20.2 The Recipient will take all possible precautions to ensure that any materials used in the Project do not contain any damaging or hazardous substances unless this is unavoidable in which case the Recipient must notify the Funder in advance of their use.

21. Limitation of liability

- 21.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.
- 21.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and [reasonable] professional costs and expenses) suffered or incurred by the Funder in connection with:
- (a) the acts or omissions of the Recipient in relation to the Project;
 - (b) the non-fulfilment of any obligations of the Recipient under this agreement; or
 - (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.
- 21.3 Subject to clause 21.1 and clause 21.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding.
- 21.4 Nothing in this agreement limits any liability which cannot legally be limited.

1. Warranties

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant Funding);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all Applicable Laws and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning the Recipient and/or relating to the Project which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (g) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant Funding;
- (h) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant Funding on the terms contained in this Agreement; and

- (i) since the date of its last accounts there has been no material change in its financial position or prospects.

2. Insurance

- 2.1 The Recipient will, during the Grant Period and for a period of six years after termination or expiry of this agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).
- 2.2 The Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

3. VAT

- 3.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 3.2 If VAT is held to be chargeable in respect of this agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.

4. Duration

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

5. Termination

Without prejudice to the Funder's other rights to terminate this agreement, the Funder may terminate this agreement by giving at least one months' written notice to the Recipient.

6. Consequences of termination or expiry

- 6.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.
- 6.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.
- 6.3 Any liabilities arising at the end of the Project or on termination or expiry of this agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's

costs or those of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.

7. Evaluation

The Funder may itself or through a third party evaluate the Project. The Recipient will, during and after the Funding Period, co-operate with the Funder and any third party evaluator by responding to requests for information about the Project and providing access to those of its Representatives involved in the Project.

8. Change of Control

The Recipient will notify the Funder as soon as the Recipient is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

9. Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.

10. Notices

10.1 Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following address (or an address substituted in writing by the party to be served):
 - (i) Recipient: Emma.Kemp@lewes-eastbourne.gov.uk
 - (ii) Funder: financeofficer@peacehaventowncouncil.gov.uk

10.2 Any notice will be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

11. Dispute resolution

- 11.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Project Manager and the Grant Manager.
- 11.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Planning Policy (Head) of the Funder and the Chief Executive of the Recipient.

12. No partnership or agency

This agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

13. Joint and several liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

14. Contracts (Rights of Third Parties) Act 1999

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

15. Governing law

This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

LEWES DISTRICT COUNCIL

in the presence of:

.....

Authorised Signatory

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL acting

by the Proper Officer,

in the presence of:-

Signature of Proper Officer

.....

Print Name

.....

Signature of Councillor

.....

Print Name

.....

Signature of Councillor

.....

Print Name

.....

Schedule 1 The Project

Project Description:	Howard Peace Park Accessibility Project
Project Address Location:	Howard Park, Peacehaven
Name of Provider bidding for funds:	Peacehaven Town Council
Which source of funding are you applying for?	Local Pot (Towns, Parishes and District Council)
Type of Infrastructure:	Green infrastructure Community facilities.
Items of infrastructure that it is proposed CIL Funding will pay for:	<ol style="list-style-type: none"> 1. Provision of access path to enable wheelchair / mobility scooter / buggy access into Howard Peace Park from the South Coast Road. 2. Provision of a handrail from Howard Park down to the beach. 3. Resin bond the path around the pebbled area to enable access to person with disabilities. 4. Provision of an accessible Picnic Bench.
Estimated Project Cost (£):	£40,000 estimated cost
Amount being requested from CIL (£):	£32,000

Lewes District Council

Community Infrastructure Levy

Infrastructure Projects Funding Application Form

○ **1. Infrastructure Project Overview**

<p>○ Which pot is this bid applicable to?</p>	<p>○ Strategic</p> <p>✓ Local Pot</p> <p>○ Community</p> <p>○ Community Small Projects</p>
<p>○ Type of Infrastructure item being bid for?</p>	<p>✓ Green infrastructure</p> <p>○ Utilities</p> <p>○ Modes of transport</p> <p>✓ Community facilities</p> <p>○ Education</p> <p>○ Health</p> <p>○ Emergency services</p> <p>○ Other</p>
<p>○ Project Title</p>	<p>○ Howard Park Accessibility Project</p>
<p>○ Project Description</p> <p>£7,375</p> <p>○ £21,835</p> <p>○</p> <p>○</p> <p>○</p>	<p>○</p> <p>1. Access Path – in discussion with LDC re cheaper option.</p> <p>2. Still in discussion with LDC re permission.</p> <p>3. Okay</p> <p>4. Okay</p>
<p>○ Project Location:</p> <p>○</p>	<p>○ Howard Park, Peacehaven</p> <p>○</p>
<p>○ Project Contact:</p>	<p>○ Name: Sue Moscatelli</p> <p>○ Address: Peacehaven Town Council, Community House, Meridian Centre, Meridian Way, Peacehaven, BN10 8BB</p> <p>○ Telephone: 07566 766794</p>

	<ul style="list-style-type: none"> ○ Email: projects@peacehaventowncouncil.gov.uk
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2. Project Planning

<p>Has the project got all of the necessary planning permissions available?</p> <p><i>(for example Listed Building Consent, Lawful Development Certificate)</i></p> <p><i>Does the project require planning consent?</i></p>	<p>Might need ESCC permission to cross the verge although deeds show land is owned by PTC</p> <p>NO</p>
<p>If have a Planning Permission or Listed Building Consent please list this here:</p>	N/A
<p>If not, how far is it in the process? Was there any pre-app? What is the initial advice?</p>	Not required
<p>If you have Building Regulations please give the Council Building Control reference of Approved Inspector Details:</p>	N/A
<p>Which of the following applies:</p>	<input checked="" type="checkbox"/> Landowner <input type="checkbox"/> Leasehold <input type="checkbox"/> Freehold <input type="checkbox"/> Do not own the land
<p>Has the appropriate land owner consent been sought if required?</p> <p><i>Please attach evidence of this to the application. For example Owner consents, copies of the lease, Land Title Deeds.</i></p>	<p>YES</p> <p>Deeds attached to CIL bid</p>
<p>What is the timescale for implementation of the project?</p>	<input checked="" type="checkbox"/> 0-12 months <input type="checkbox"/> 1 year to 2 years <input type="checkbox"/> 2- 5 years <input type="checkbox"/> 5+ years

3. Project Funding

What is the total cost of the Infrastructure to be provided by the project? (£) <i>i.e the physical works</i>	£30,000			
How much are you seeking from CIL? (£)	£6,000			
Are you able to claim VAT back on any part of this project? If yes, can you confirm that VAT has been excluded from the amount of CIL Funds requested?	YES			
Please list the sources and amounts of matched funding. <i>Please attached any evidence of matched funding to this bidding application</i>	Funding Source	Secured Yes/No	If not Secured when will this be confirmed?	Amount (£)
	PTC CIL	YES		£6,000
	LDC CIL	Not Yet	TBA	£30,000
Is there a day to day revenue cost associated with the project? If yes, please detail how this is to be funded.	NO – Any maintenance will be included in the PTC budget			
Have quotations been sought in respect of the proposed works/equipment? <i>Please provide evidence to detail the cost of the projects, and where possible more than 1 quote would be expected.</i>	YES Limited time scales have prevented additional quotes being obtained but these will be sought			

4. Project Management

Who will manage your project and how they will ensure its delivery?	Peacehaven Town Council
Partners – Please list other organisations that will help deliver the project (if applicable)	N/A
If applicable, who will maintain the project in the future?	Peacehaven Town Council

○ **5. Links to other CIL Funding Regimes**

Does this project cover more than one CIL Charging Authority?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If the answer is “yes” please state which Authority <i>(i.e South Downs National Park, Wealden, Mid-Sussex)</i>	N/A
Is matched funding being provided from the other Authority? Or has a letter of support been provided? <i>Please attach relevant evidence to the bid application</i>	The project will be match-funded by Peacehaven Town Council CIL funds.

6. Bid Justification

Does the project feature on the IDP (Infrastructure Delivery Plan)?	
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Does the project feature in a Neighborhood Plan? <i>(if it does please provide references to which plan and section)</i>	YES There are accessibility audits within the draft NDP
Does the project feature in any other plan or document? <i>If yes please detail which</i>	Howard Park consultation report attached
How will the proposal help address the demands of development in the area? <i>(please discuss local and recent development relating to this project)</i>	Howard Park is inaccessible to wheelchair users, residents with mobility issues and mobility scooters. This project will allow people with a disability, and lack of green spaces, to access and enjoy the benefits of the park's tranquil setting.
Does the project have the support of the community? <i>Please detail what type of support and who from. i.e Letters, Community consultation.</i>	YES – please refer to the Howard Park consultation report.
Have S106 Funds been identified for this project? <i>If so please provide details of the development from where this comes from and amount.</i>	N/A – Funds have not been identified for Howard Park

○ **7. Project Barriers and Risk**

Please show what barriers and risks apply	Yes	No	Unknown
Physical and environmental impacts (e.g. flood risk, contamination, topography, biodiversity, noise, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approvals and licenses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ownership, acquisition or compulsory purchase order issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dependency on other projects going ahead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If any constraints are identified, please provide further details, including the extent to which the issues

concerned can be overcome by mitigation

No constraints have been identified.

○ **8. Environmental Impacts**

<p>Will your project if implemented have a negative, positive or neutral environmental impact?</p>	<p>✓ Positive <input type="radio"/> Negative <input type="radio"/> Neutral</p>
<p>If there is anticipated be an impact please detail the level and type of impact this will have on the environment.</p> <p><i>Negative impact examples could include increase in carbon emissions, reducing green space. Positive impacts could include improving air quality, increase in biodiversity.</i></p>	<p>No negative impact anticipated</p>
<p>Please detail any mitigation measures which are to be used in the project to minimise any negative impacts to the environment?</p> <p><i>E.G Electric Vehicles, renewable energy sources, recycled products.....</i></p>	<p>No negative impact anticipated</p>

○ **9. Equality and Fairness**

The Public Sector Equality Duty requires the Council, in the exercise of its functions and in its decision making, to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a characteristic and those who do not share it;
- Foster good relations between people who share a characteristic and those who do not share it.

There are nine protected characteristics covered by the Public Sector Equality Duty: age, disability, sex, pregnancy and maternity, gender reassignment, marriage and civil partnership, race, religion or belief and sexual orientation. We also recognise that socio-economic status can be a significant barrier to equality.

Further information on the Council's equality and fairness policy is available on our [website](#).

Which Protected group will the project benefit/affect the most?	The project will benefit people/ residents with mobility issues and those especially wheelchair bound
Please explain how you have given consideration to the different needs of people and steps have been taken to minimise the potential disadvantages and maximise equality of opportunity.	Please refer to the Howard Park consultation report but there isn't any potential disadvantages to this project,.

o **10. Supporting Documents**

- o The following list of documentation is designed as a guide to assist you with what documentation may be relevant to support this bid. Please note this list is not exhaustive and you may wish to attach documents not mentioned on this list:
- o Copies of relevant planning documents (Planning, Buiding Control)
- o Land ownership details and evidence
- o Quotes for proposed project
- o Project planning information (budget, project plan etc)
- o Risk Planning details
- o Details relating to the Governance of the project
- o Evidence of Community support (Crowd funding, Community Consultations, letters of support)
- o Evidence of matched funding
- o Cross Boundary Project information
- o License copies/details

11. Declaration

I declare that I have given notice of this proposal to the owner and occupiers of the land and prior to authorisation will produce Title Documentation if required. I confirm that I have advised the Parish/Town Council and Ward Member of this proposal and attach copies of all written comments that they have made.

I declare that I am authorised to make this application and that the information given in this application is correct.

Signed	Name
Position	Date
Telephone:	Email:

Schedule 2 Invoice



7917.pdf

Hobart Paving Company

Wellingham House, Holmbush Potteries, Crawley Road,
Faygate, Horsham, West Sussex, RH12 4SE
Tel: 01293 851155, Fax: 01293 852522
Web Page: hobartpaving.co.uk



INVOICE

Peacehaven Town Council
Community House
The Meridian Centre
Peacehaven
BN10 8BB

Contract Code: H24116
Contract Name: Howard Park Pathway
Account Code: H-PEACEHAVEN

Requisitioned by:

Invoice No.	Invoice Date	Your Reference No.			Due Date																				
IN7917	30 Apr 2024	PO 2315			28 May 2024																				
Description			Goods	Retention	Total	VC																			
For works to excavate the old footpath and place new solid concrete course to the sides of the footpath and lay new permeable surfacing and installation of a new picnic table.			24,263.90	0.00	24,263.90	1																			
<table border="0"> <tr> <th colspan="3">VAT Analysis</th> <th>Sale Amount</th> <th>24,263.90</th> </tr> <tr> <th>Code</th> <th>Rate</th> <th>VAT</th> <th>VAT</th> <th>4,852.78</th> </tr> <tr> <td>1</td> <td>20.00</td> <td>4,852.78</td> <td>Sale Amount</td> <td>24,263.90</td> </tr> <tr> <td colspan="3"></td> <th>Total Amount</th> <td>29,116.68</td> </tr> </table>			VAT Analysis			Sale Amount	24,263.90	Code	Rate	VAT	VAT	4,852.78	1	20.00	4,852.78	Sale Amount	24,263.90				Total Amount	29,116.68			
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1	20.00	4,852.78	Sale Amount	24,263.90																					
			Total Amount	29,116.68																					
VAT Number: GB 191 0038 92 CRN: 358221 UTR: 83330 02480																									

BACS Payments: Natwest Bank Plc. Sort Code: 60-22-05 Account No: 63212404

Hobart Paving Company is a trading division of C.J.Thorne & Co. Ltd.

DATED

GRANT AGREEMENT

for **CENTENARY PARK RESURFACING PROJECT RELATING TO A FOOTPATH AND CYCLE PATH**

between

LEWES DISTRICT COUNCIL

and

PEACEHAVEN TOWN COUNCIL

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SCHEDULE

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This agreement is dated

2024

Parties

- (1) LEWES DISTRICT COUNCIL whose principal address is at 6 High Street, Lewes BN7 2AD (**Funder**)
- (2) PEACEHAVEN TOWN COUNCIL whose principal address is at Meridian Centre, Meridian Way, Peacehaven BN10 8BB (**Recipient**)

BACKGROUND

- (A) The Funder has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (B) This agreement sets out the terms and conditions on which the Grant is made by the Funder to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
- (D) The parties confirm that it is their intention to be legally bound by this agreement. The parties further acknowledge and agree that the Grant is not being allocated by the Funder as consideration for the provision of goods, services or works to the Funder.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Applicable Laws: all applicable laws, statutes, regulations, regulatory guidance and codes from time to time in force.

Asset: any land, building, equipment or other asset that is to be purchased or developed using the Grant, and **Assets** will be construed accordingly.

Anti-bribery Laws: all Applicable Laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010 and any guidance or codes of practice issued by the government pursuant to or concerning the Bribery Act 2010.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change of Control: any change of control of the Recipient or any person who controls the Recipient. **Control** means the possession by a person, directly or indirectly, of the power to direct or cause the

direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **controls** will be interpreted accordingly.

Commencement Date: the date on which this agreement takes effect, being the date of this agreement.

Confidential Information: all information in any medium or format that one party discloses to the other party in connection with this agreement and which is designated as confidential or that ought reasonably to be considered to be confidential. It includes information of a confidential nature relating to the business, operations, plans, customers, suppliers, Intellectual Property Rights and know-how of the other party. It does not include information that:

- a) is or becomes publicly known (other than as a result of the receiving party's breach);
- b) can be shown by the receiving party to have been known to it on a non-confidential basis before disclosure by the disclosing party;
- c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- d) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

Data Protection Legislation: all Applicable Laws relating to the processing of personal data and privacy, including the UK GDPR, the Data Protection Act 2018 and the guidance and codes of practice issued by the Information Commissioner.

Default Event: an event or circumstance set out in clause 17.1.

Duplicate Funding: funding provided by a third party to the Recipient that is for the same purpose for which the Grant was made but has not been declared to the Funder.

English Competition Requirement: means any Applicable Law which:

- a) is in force and/or in effect and/or applies in England; and
- b) which regulates any subsidy or other funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in England and/or the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries (as the case may be).

Eligible Expenditure: the expenditure incurred by the Recipient during the Grant Period for the purposes of delivering the Project and which complies in all respects with the eligibility rules in clause 4.

Financial Irregularity: has the meaning given in clause 9.2.

Financial Year: the period running from 1 April to 31 March in the following year.

Grant: the sum or sums to be paid to the Recipient in accordance with this agreement.

Grant Manager: the individual who has been nominated to represent the Funder for the purposes of this agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on _____ 2026 (being two years from the Commencement Date).

Ineligible Expenditure: expenditure incurred by the Recipient which is not Eligible Expenditure, including the non-exhaustive list of ineligible expenditure set out in clause 4.7.

Intellectual Property Rights: all patents, rights to inventions, trade marks, business names and domain names, rights in get-up and logos, copyrights, design rights, database rights, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications for registration and rights to apply for and be granted renewals or extensions of any of these rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Maximum Sum: the maximum amount of the Grant that the Funder will provide to the Recipient for the Project, being £32,564.00.

Prohibited Act:

(1) directly or indirectly offering, giving or agreeing to give to any servant of the Funder any gift or consideration of any kind as an inducement or reward for:

- a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other agreement with the Funder; or
- b) showing or not showing favour or disfavour to any person in relation to this agreement or any other agreement with the Funder;

(2) committing any offence:

- a) under the Anti-bribery Laws;
- b) under legislation creating offences in respect of fraudulent acts; or
- c) at common law in respect of fraudulent acts in relation to this agreement or any other agreement with the Funder; or

(3) defrauding or attempting to defraud or conspiring to defraud the Funder.

Project: the project described in Schedule 1.

Project Manager: the individual who has been nominated to represent the Recipient for the purposes of this agreement.

Representatives: a party's duly authorised directors, employees, officers, agents, professional advisers and consultants.

Subsidy Control Law: means all Applicable Laws relating to subsidy control, including but not limited to:

- (1) the law relating to the Trade and Cooperation Agreement 2020 ("TCA") and in particular Part 2 Title XI Chapter 3 Article 365 in relation to compensation granted to an economic actor that is assigned with a task in the public interest, including the relevant treaties, laws, directives, decisions, regulations and court judgements;
- (2) the law relating to the Subsidy Control Act 2022; or

(3) an English Competition Requirement.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

VAT: value added tax chargeable in the UK.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), and any Crown body.

1.3 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that legislation or legislative provision.

1.4 A reference to **writing** or **written** includes email but not fax.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression will be interpreted as illustrative and will not limit the sense of the words preceding those terms.

2. Purpose of Grant

2.1 The Recipient will use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this agreement.

2.2 The Recipient will not make any significant change to the Project without the Funder's prior written agreement.

3. Payment of Grant

3.1 Subject to the rest of this clause 3 and the Recipient's full compliance with the provisions of this agreement, the Funder will make Grant payments to the Recipient within 14 working days of the Commencement Date.

3.2 The Recipient will provide any proof of expenditure and other supporting documents or information that the Funder may require to process a Grant instalment.

3.3 The Recipient accepts that payments of the Grant will not be made if the Funder does not have available funds or is for any other reason unable or not permitted to provide the funds.

3.4 The Funder will only pay the Grant to the Recipient in respect of Eligible Expenditure incurred by the Recipient to deliver the Project. The Funder will not make any Grant payment until the Funder is satisfied that:

- (a) the payment will be used in full to reimburse Eligible Expenditure already incurred in the delivery of the Project; and
- (b) any previous Grant payments have been used for Eligible Expenditure only.

- 3.5 The Maximum Sum will not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.6 The Funder will have no liability to the Recipient for any losses caused by a delay in the payment of the Grant however arising.
- 3.7 The Recipient must hold the Grant in a separate bank account, in the name of the Recipient, which must be an ordinary business bank account. The Recipient must not transfer any part of the Grant to any other bank accounts except as necessary to carry out the Project.
- 3.8 The Recipient must promptly repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

4. Use of Grant

- 4.1 The Recipient may only use the Grant for the delivery of the Project in accordance with the agreed invoice in 2.
- 4.2 The Recipient must not use the Grant, without the written consent of the Funder, to:
 - (a) purchase any building or land;
 - (b) spend on advertising, communications, consultancy or marketing; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Funder.

- 4.3 The Recipient must not spend any part of the Grant on the delivery of the Project after the Grant Period without the prior written consent of the Funder.
- 4.4 If any part of the Grant remains unspent at the end of the Grant Period or on early termination of this agreement, the Recipient must ensure that those unspent monies are promptly returned to the Funder unless otherwise directed in writing by the Funder.
- 4.5 The Recipient will be the sole recipient of the Grant. The Recipient will be responsible for managing the Grant as between itself and any third parties involved in performing the Project including complying with Subsidy Control Law as applicable. This includes securing the re-payment of the Grant if requested by the Funder in accordance with this agreement.
- 4.6 The Grant must not be used for any of the following non-exhaustive list of items:

- (a) paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) intended to influence Parliament, government or political activity or attempting to influence legislative or regulatory action;
- (b) using the Grant to enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
- (c) using the Grant to petition for additional funding;
- (d) expenses, such as for entertaining, specifically aimed at exerting undue influence to change government policy;
- (e) input VAT reclaimable by the Recipient from His Majesty's Revenue and Customs (HMRC);
- (f) payments for activities of a political or exclusively religious nature;
- (g) interest payments or service charge payments for finance leases;
- (h) gifts;
- (i) statutory fines, criminal fines or penalties;
- (j) payments for work or activities which the Recipient, or any associated entity, has a statutory duty to undertake or that are fully funded by other sources;
- (k) bad debts to related parties;
- (l) the depreciation, amortisation or impairment of assets; and
- (m) novel or contentious payments without the prior written consent of the Funder. This includes any payment that could cause embarrassment to the Funder (for example, any excessive severance payment, unfair dismissal costs or other compensation).

5. Other funding

- 5.1 Where the Recipient has obtained funding from a third party in relation to its delivery of the Project (including funding for associated administration and staffing costs) before the Commencement Date, the Recipient confirms that:
- (a) it has declared this funding to the Funder and obtained the Funder's approval for it; and
 - (b) the amount of this funding is included in Schedule 3 together with a clear description of what that funding will be used for.
- 5.2 Where the Recipient intends to apply to a third party for other funding for the Project, it will notify the Funder in advance of its intention to do so and provide the Funder with details of the source, amount and purpose of that funding.
- 5.3 The Recipient must not apply for or obtain Duplicate Funding in respect of any part of the Project or any related administration costs that the Funder is funding in full under this agreement. The Funder may exercise its rights under clause 17 should the Recipient do so and refer the Recipient to the police should it dishonestly obtain or attempt to obtain Duplicate Funding.

6. Grant review

- 6.1 The Funder will review the Grant every twelve months during the Grant Period. The Funder will take into account the Grant Recipient's delivery of the Project against the agreed outputs in Schedule 1 and the reports produced by the Recipient under clause 8.2.
- 6.2 Each review may result in the Funder deciding to take one or more of the following steps:
- (a) allowing this agreement to continue in line with existing plans;
 - (b) increasing or decreasing the Maximum Sum;
 - (c) requesting the Recipient to re-define the outputs of the Grant or carry out remedial activity to improve delivery of the Project;
 - (d) recovering any Grant monies that have not been spent by the Recipient;
 - (e) terminating this agreement under clause 26; or
 - (f) taking any other action deemed reasonable in the circumstances.
- 6.3 If the Recipient is requested to carry out remedial activity pursuant to clause 6.2(c), it will submit a plan to the Funder setting out the steps it proposes to take to rectify the areas identified by the Funder and the timetable for taking those steps.
- 6.4 The Recipient may make representations to the Funder regarding its decision under clause 6.2. The Funder is not obliged to take those decisions into account. Its decision will be final and at its absolute discretion.

7. Accounts and records

- 7.1 The Recipient must ensure that the Grant is shown in its accounts as a restricted fund and is not included under general funds.
- 7.2 The Recipient will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 7.3 The Recipient will keep all invoices, receipts, accounts and other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate.
- 7.4 At any time during the Grant Period and for up to six years after it, the Funder may review the Recipient's accounts and records that relate to the expenditure of the Grant and may take copies of those accounts and records. The Recipient grants to the Funder and its Representatives full access to the Recipient's accounts, records and premises for the purposes of carrying out an audit under this clause 7.4.
- 7.5 The Recipient will provide the Funder, if requested, with a copy of its annual accounts within six months of the end of each Financial Year in the Grant Period.

7.6 The Recipient will comply, and facilitate the Funder's compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

8. Monitoring and reporting

8.1 The Recipient will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this agreement is being adhered to.

8.2 The Recipient will provide the Funder, if requested, with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter. Each report will be in the format, and contain the information, reasonably required by the Funder. The Recipient will provide the Funder with each report within one month of the last day of the quarter to which it relates. Delay in providing the required information may lead to Grant payments being withheld, reduced or withdrawn.

8.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient will include the amount of that funding in its financial reports together with details of what that funding has been used for.

8.4 During the Grant Period and for twelve months after it, the Recipient will:

- (a) permit any person authorised by the Funder reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement; and
- (b) provide the Funder or any person authorised by the Funder, on request, with any information, explanations or documents that the Funder may reasonably require to establish that the Grant has been used properly in accordance with this agreement.

8.5 During the Grant Period and for 12 months after it, the Funder may request, and the Recipient will provide, independent assurance that the Grant has been used for delivery of the Project. To satisfy this requirement, the Recipient will provide, if reasonably requested by the Funder (including where the Funder suspects that the Grant has been misused), a report from an independent and appropriately qualified auditor certifying whether the Grant paid to the Grant Recipient was applied in accordance with this agreement.

8.6 The Recipient will provide the Funder with a final report on completion of the Grant Period which will confirm whether the Project has been successfully and properly completed.

9. Financial management

9.1 The Recipient must at all times comply with Anti-bribery Laws.

- 9.2 The Recipient must have sound administration and audit processes, including internal financial controls, to safeguard against fraud, theft, corruption, money laundering, terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant (**Financial Irregularity**).
- 9.3 The Recipient must notify the Funder of all cases of Financial Irregularity (whether proven or suspected) relating to the Project or in the use of the Grant as soon as they are identified. The Recipient will:
- (a) explain to the Funder what steps are being taken to investigate the irregularity;
 - (b) keep the Funder informed about the progress of any investigation;
 - (c) assist the Funder in any investigations it initiates; and
 - (d) refer the matter to external auditors or another third party if required to do so by the Funder.
- 9.4 If the Funder suspects any Financial Irregularity in relation to the Project, the Funder may do one or more of the following:
- (a) suspend future payments of the Grant;
 - (b) insist that the Recipient addresses the Financial Irregularity; and
 - (c) require the Recipient to provide any assistance required by the Funder to recover misused Grant funds.

10. Conflicts of interest

The Recipient will not engage, and will ensure that none of its Representatives engage, in any personal, business or professional activity which conflicts or could conflict with any of its or their obligations in relation to this agreement.

11. Acknowledgement and publicity

- 11.1 The Recipient must not make any public announcement or comment about, or publish any publicity material referring to, the Grant or the Funder without the prior written agreement of the Funder (not to be unreasonably withheld or delayed).
- 11.2 The Recipient must acknowledge the support of the Funder, including an acknowledgement of the Funder as the source of the Grant, in:
- (a) its annual report and accounts;
 - (b) any other materials that refer to the Project; and
 - (c) any written or spoken public presentations about the Project.

Each acknowledgement must include the Funder's name and logo.

- 11.3 In using the Funder's name and logo, the Recipient must comply with all reasonable branding guidelines issued by the Funder from time to time.

- 11.4 The Funder may publicise the Grant and details of the Project, using the Recipient's name and logo and any information gathered from its initial Grant application or any reports submitted to the Funder under this agreement, without prior notice.
- 11.5 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated or organised by the Funder.
- 11.6 The Recipient will comply with all reasonable requests from the Funder to facilitate visits and provide reports, statistics, photographs and case studies that will assist the Funder in its promotional and fundraising activities relating to the Project.

12. Intellectual Property Rights

- 12.1 All rights, title and interest in or to any Intellectual Property Rights owned by or licensed to the Funder or the Recipient before the Commencement Date, or developed by either party during the Grant Period, will remain the property of that party.
- 12.2 Other than as expressly set out in this agreement, neither party will have any right to use any of the other party's Intellectual Property Rights without the other party's prior written consent.
- 12.3 The Recipient grants to the Funder a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, worldwide licence to use all materials produced by the Recipient or its Representatives in relation to the Grant (including all reports provided to the Funder on the Grant).
- 12.4 Where the Funder has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including its name and logo), the Recipient must, on termination of this agreement, cease to make any further use of those Intellectual Property Rights [and return or destroy materials containing those Intellectual Property Rights as requested by the Funder].

13. Confidentiality

- 13.1 Each party undertakes that it will, during the term of this agreement and for a period of two years after termination or expiry of it, keep secret and confidential all Confidential Information of the other party and will not disclose that information to any person except where disclosure is expressly permitted by this agreement or expressly authorised in writing by the other party.
- 13.2 The Recipient may disclose the Funder's Confidential Information to those persons who need to know that information for the purposes of carrying out the Project (**Permitted Recipients**). The Recipient must ensure that its Permitted Recipients are aware of and comply with its obligations of confidentiality in this agreement. The Recipient must not, and must procure that its Permitted Recipients do not, use any of the Funder's Confidential Information for any purpose other than as necessary for the Project.
- 13.3 Nothing in this clause 13 prevents the Funder from disclosing any Confidential Information of the Recipient:

- (a) for the purpose of the examination and certification of its accounts or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Funder has used its resources;
- (b) to any public authority or any of its Representatives or suppliers, provided that the Funder only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence where appropriate; or
- (c) where disclosure is required by Applicable Law, including under clause 14 and clause 19.

14. Freedom of information

14.1 The Recipient acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (*SI 2004/3391*) (**EIRs**). In this clause, **Request for Information** means a request for information or an apparent request under the FOIA or the EIRs.

14.2 The Recipient will:

- (a) provide all necessary assistance and co-operation as reasonably requested by the Funder to enable the Funder to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Funder all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within two Business Days of receipt;
- (c) provide the Funder with a copy of all information requested in the Request for Information which is in its possession or control in the form that the Funder requires within five Business Days (or any shorter period that the Funder may reasonably specify) of the Funder's request for that information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Funder.

14.3 The Recipient acknowledges that the Funder may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Funder will take reasonable steps to notify the Recipient of a request for information that directly relates to the Recipient (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so. Notwithstanding any other provision in this agreement, the Funder will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.

14.4 The Recipient acknowledges and agrees that the Funder may:

- (a) publish this agreement, including any changes to it, in any medium in its entirety (but with any Confidential Information redacted); and
- (b) share details of the Grant, including the Recipient's name and the purpose of the Project, with the UK government and other public authorities and publish details of the Grant on government databases and public registers.

15. Not used

16. Assets

- 16.1 The Recipient must keep a register of all Assets acquired or developed with the Grant. Each entry in the register will include a description of the Assets, the date of acquisition or improvement, cost and location, and any other information reasonably required by the Funder.
- 16.2 All Assets must only be used for delivery of the Project.
- 16.3 The Funder reserves the right to determine the outcome of any Asset.
- 16.4 The Recipient must not charge or agree any security over any Assets without the prior written consent of the Funder.
- 16.5 The Recipient must not transfer or dispose of any Assets without the prior written consent of the Funder.
- 16.6 Unless otherwise agreed in writing by the Funder, the Recipient must pay to the Funder the proportion of the proceeds of any Asset sale that is equivalent to the proportion of the purchase or development costs of the Asset that was funded by the Grant.

17. Withholding, reducing and repayment of Grant

- 17.1 The Funder's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Funder's other rights and remedies, the Funder may exercise its rights in clause 17.2 if:
- (a) the Recipient uses the Grant for Ineligible Expenditure;
 - (b) the Recipient fails to comply with any of its obligations under this agreement and that failure is material or persistent in the Funder's opinion;
 - (c) the delivery of the Project does not start within three months of the Commencement Date and the Recipient has failed to provide the Funder with a reasonable explanation (in the Funder's opinion) for the delay;
 - (d) the Funder considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (e) the Recipient is, in the opinion of the Funder, delivering the Project in a negligent manner, which includes failing to prevent or report actual or anticipated Financial Irregularity;
 - (f) the Recipient applies for or obtains Duplicate Funding for the Project;
 - (g) the Recipient obtains funding from a third party which, in the opinion of the Funder, undertakes activities that are likely to bring the reputation of the Project or the Funder into disrepute;
 - (h) the Recipient provides the Funder with any materially misleading or inaccurate information or any of the information provided as part of its application for grant funding is found to be materially misleading or inaccurate;

- (i) the Recipient commits or has committed a Prohibited Act;
- (j) the Funder determines that the Recipient or any Representative or member of the governing body of the Recipient has (a) acted dishonestly or negligently at any time and to the detriment of the Funder; or (b) taken any actions which bring or are likely to bring the Funder's name or reputation into disrepute or which pose a risk to public money;
- (k) the Recipient transfers, assigns or novates this agreement to any third party (or attempts to do so) without the Funder's consent;
- (l) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (m) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors (other than for the purpose of a bona fide and solvent reconstruction or amalgamation), or it is unable to pay its debts as they fall due;
- (n) the Recipient charges, transfers, or disposes the Assets without the Funder's prior written consent;
- (o) any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any Applicable Laws, including those relating to Subsidy Control Law; or (ii) the UK's obligations under any international agreement in relation to state subsidies; or
- (p) the Recipient is undergoing or undergoes a Change of Control which the Funder considers will be materially detrimental to the Project.

17.2 Where the Funder determines that a Default Event has or may have occurred, the Funder will notify the Recipient to that effect, setting out any relevant details and any action it intends to take or has taken. The Funder may take any one or more of the following actions:

- (a) suspend or withhold payment of the Grant;
- (b) reduce the Maximum Sum;
- (c) require the Recipient to repay all or any part of the Grant previously paid to the Recipient; and
- (d) terminate this agreement.

17.3 If a Default Event has or may have occurred and the Funder believes it is capable of being remedied, the Funder will not exercise its rights under clause 17.2(c) or clause 17.2(d) unless the Recipient fails to rectify the default to the satisfaction of the Funder within the time period specified by the Funder. The Funder may conclude that a Default Event is a material failure, incapable of remedy or both where it is one of multiple Default Events that demonstrate (in the Funder's opinion) that the Recipient is unwilling to comply, or unable to comply, with the terms and conditions of this agreement.

17.4 Wherever any sum of money is recoverable from the Recipient under this agreement, the Funder may deduct that sum from any sums due to the Recipient under this agreement or any other agreement with the Funder.

17.5 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this agreement, it will notify the Funder as soon as possible so that, if possible and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the Grant monies.

18. Compliance with law

18.1 The Recipient must carry out the Project and its obligations under this agreement in accordance with all Applicable Laws, including all Applicable Laws:

- (a) relating to equality or prohibiting any form of discrimination; or
- (b) concerning health and safety in relation to people working on the Project.

18.2 The Recipient must take all reasonable steps to ensure that its Representatives and all third parties, such as suppliers, engaged on the Project comply with all Applicable Laws in carrying out the Project.

19. Subsidy

Not used

20. Environment

20.1 The Recipient will carry out the Project with due regard to the protection of the environment, including by:

- (a) minimising waste, air and water pollution and the release of greenhouse gas emissions and other substances damaging to health and the environment;
- (b) conserving the use of raw materials, water, energy and other resources;
- (c) adopting circular economy and zero waste methods wherever possible, including by using recovered or recycled goods and environmentally friendly production methods; and
- (d) limiting the Project's impact on biodiversity and nature.

20.2 The Recipient will take all possible precautions to ensure that any materials used in the Project do not contain any damaging or hazardous substances unless this is unavoidable in which case the Recipient must notify the Funder in advance of their use.

21. Limitation of liability

- 21.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from the withdrawal, withholding, suspension or reduction of the Grant.
- 21.2 The Recipient will indemnify the Funder against all liabilities, damages, losses (including loss of reputation), expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and [reasonable] professional costs and expenses) suffered or incurred by the Funder in connection with:
- (a) the acts or omissions of the Recipient in relation to the Project;
 - (b) the non-fulfilment of any obligations of the Recipient under this agreement; or
 - (c) the performance or non-performance of any obligation of the Recipient to any third party in relation to the Project.
- 21.3 Subject to clause 21.1 and clause 21.4 the Funder's liability under this agreement is limited to the amount of the Grant outstanding.
- 21.4 Nothing in this agreement limits any liability which cannot legally be limited.

1. Warranties

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (assuming due receipt of the Grant Funding);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all Applicable Laws and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (f) all financial and other information concerning the Recipient and/or relating to the Project which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- (g) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant Funding;
- (h) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Grant Funding on the terms contained in this Agreement; and

- (i) since the date of its last accounts there has been no material change in its financial position or prospects.

2. Insurance

- 2.1 The Recipient will, during the Grant Period and for a period of six years after termination or expiry of this agreement, effect and maintain adequate insurance with a reputable insurance company to cover claims under this agreement and any other claims that may be brought against it in connection with the Project, including for death or personal injury, loss of or damage to property or any other loss (**Required Insurance**).
- 2.2 The Recipient will (on request) supply to the Funder evidence from its insurers that the Required Insurance is in place and confirmation that the relevant premiums have been paid.

3. VAT

- 3.1 The Grant is not consideration for any taxable supply for VAT purposes.
- 3.2 If VAT is held to be chargeable in respect of this agreement, all payments will be deemed to be inclusive of VAT and the Funder will not be obliged to pay any additional amount by way of VAT.

4. Duration

This agreement will apply from the Commencement Date and continue until the expiry of the Grant Period unless it is terminated earlier in accordance with its terms.

5. Termination

Without prejudice to the Funder's other rights to terminate this agreement, the Funder may terminate this agreement by giving at least one months' written notice to the Recipient.

6. Consequences of termination or expiry

- 6.1 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after the expiry or termination of this agreement will survive expiry or termination and continue in full force and effect.
- 6.2 Termination or expiry of this agreement will be without prejudice to any rights or remedies accrued under it before termination or expiry. Nothing in this agreement will prejudice the rights of the Funder to recover any amount of the Grant previously paid to the Recipient following termination or expiry.
- 6.3 Any liabilities arising at the end of the Project or on termination or expiry of this agreement must be managed and paid for by the Recipient using its own resources. There will be no additional funding available from the Funder for this purpose. The Funder will not be liable to pay any of the Recipient's

costs or those of any supplier of the Recipient related to any transfer or termination of employment of any employees engaged in the Project.

7. Evaluation

The Funder may itself or through a third party evaluate the Project. The Recipient will, during and after the Funding Period, co-operate with the Funder and any third party evaluator by responding to requests for information about the Project and providing access to those of its Representatives involved in the Project.

8. Change of Control

The Recipient will notify the Funder as soon as the Recipient is aware (or reasonably should be aware) that it is undergoing or has undergone a Change of Control, provided that notification is permitted by Applicable Laws. The Recipient will ensure that its notice sets out full details of the Change of Control, including the circumstances explaining it.

9. Assignment

The Recipient may not, without the prior written consent of the Funder, assign, transfer, novate or in any other way dispose of the whole or any part of this agreement to any third party.

10. Notices

10.1 Any notice given to a party under or in connection with this agreement must be in writing and in English and must be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following address (or an address substituted in writing by the party to be served):
 - (i) Recipient: Emma.Kemp@lewes-eastbourne.gov.uk
 - (ii) Funder: financeofficer@peacehaventowncouncil.gov.uk

10.2 Any notice will be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission except that if this time is on a non-Business Day or after 5.00 pm on any Business Day it will be deemed received on the next Business Day.

11. Dispute resolution

- 11.1 In the event of any dispute between the parties (which does not relate to the Funder's right to withhold, reduce or recover funds or terminate this agreement), the matter will first be referred for resolution to the Project Manager and the Grant Manager.
- 11.2 Should the dispute remain unresolved within 14 days of the matter being referred to the Project Manager and the Grant Manager, either party may refer the matter to a formal meeting between the Planning Policy (Head) of the Funder and the Chief Executive of the Recipient.

12. No partnership or agency

This agreement shall not create any partnership or joint venture between the Funder and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

13. Joint and several liability

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

14. Contracts (Rights of Third Parties) Act 1999

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

15. Governing law

This agreement is governed by and will be construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED

by the affixing of the COMMON SEAL of

LEWES DISTRICT COUNCIL

in the presence of:

.....

Authorised Signatory

EXECUTED as a Deed by
PEACEHAVEN TOWN COUNCIL acting
by the Proper Officer,

in the presence of:-

Signature of Proper Officer

.....

Print Name

.....

Signature of Councillor

.....

Print Name

.....

Signature of Councillor

.....

Print Name

.....

Schedule 1 The Project

Lewes District Council
Community Infrastructure Levy
 Infrastructure Projects Funding Application Form

○ **1. Infrastructure Project Overview**

○ Which pot is this bid applicable to?	○ Strategic ○ Local Pot ○ Community ○ Community Small Projects
○ Type of Infrastructure item being bid for?	○ Green infrastructure ○ Utilities ○ Modes of transport ○ Community facilities ○ Education ○ Health ○ Emergency services ○ Other
○ Project Title	<p>Resurfacing of pathway/cycle route in Centenary Park to allow greater accessibility and connectivity for all.</p> ○
○ Project Description	○ To create an all-weather pathway link between the Gateway Café , Centenary Park the Community Orchard and extensive number of homes in North Peacehaven and Chalker’s Rise. ○ ○ ○
○ Project Location: ○	○ 220 metres of pathway between Gateway Café , Centenary Park and the Southern Water Works access road ○ ○

<p>○ Project Contact:</p>	<p>1. Name: Tony Allen Peacehaven Town Council , Community House, The Meridian Centre , Peacehaven. BN10 8BB</p> <p>Office 01273 585493</p> <p>Email : Townclerk@peacehaventowncouncil.gov.uk.</p> <p>○</p>
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2. Project Planning

<p>Has the project got all of the necessary planning permissions available?</p> <p><i>(for example Listed Building Consent, Lawful Development Certificate)</i></p> <p><i>Does the project require planning consent?</i></p>	<p>The route is on Peacehaven Town Council land leased by Peacehaven Town Council. No formal planning or landowner consents area required for the resurfacing of pathway.</p>
<p>If have a Planning Permission or Listed Building Consent please list this here:</p>	<p>N/a</p>
<p>If not, how far is it in the process? Was there any pre-app? What is the initial advice?</p>	<p>N/A</p>
<p>If you have Building Regulations please give the Council Building Control reference of Approved Inspector Details:</p>	<p>N/A</p>
<p>Which of the following applies:</p>	<p>○ Landowner</p> <p>○ Leasehold</p> <p>○ Freehold</p> <p>○ Do not own the land</p>
<p>Has the appropriate land owner consent been sought if required?</p>	<p>Not required</p>

<p><i>Please attach evidence of this to the application. For example Owner consents, copies of the lease, Land Title Deeds.</i></p>	<p>A copy of the lease is attached.</p>
<p>What is the timescale for implementation of the project?</p>	<ul style="list-style-type: none"> <input checked="" type="radio"/> 0-12 months <input type="radio"/> 1 year to 2 years <input type="radio"/> 2- 5 years <input type="radio"/> 5+ years

3. Project Funding

<p>What is the total cost of the Infrastructure to be provided by the project? (£)</p> <p><i>i.e the physical works</i></p>	<table border="1"> <thead> <tr> <th data-bbox="397 777 868 819">Item</th> <th colspan="3" data-bbox="868 777 1529 819">Estimate cost (£)</th> </tr> </thead> <tbody> <tr> <td data-bbox="397 819 868 892">Construction of matching shared use path with a sealed surface</td> <td colspan="3" data-bbox="868 819 1529 892">43,280</td> </tr> <tr> <td data-bbox="397 892 868 934">Surveys</td> <td colspan="3" data-bbox="868 892 1529 934">5,500</td> </tr> <tr> <td data-bbox="397 934 868 997">Professional Fees (e.g. Design/Project Management)</td> <td colspan="3" data-bbox="868 934 1529 997">9000</td> </tr> <tr> <td data-bbox="397 997 868 1039">Construction Contingency</td> <td colspan="3" data-bbox="868 997 1529 1039">7317</td> </tr> <tr> <td data-bbox="397 1039 868 1123">Total</td> <td colspan="3" data-bbox="868 1039 1529 1123">65,097</td> </tr> </tbody> </table>				Item	Estimate cost (£)			Construction of matching shared use path with a sealed surface	43,280			Surveys	5,500			Professional Fees (e.g. Design/Project Management)	9000			Construction Contingency	7317			Total	65,097		
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Total	65,097																											
<p>How much are you seeking from CIL? (£)</p>	<p>£40 000</p>																											
<p>Are you able to claim VAT back on any part of this project? If yes, can you confirm that VAT has been excluded from the amount of CIL Funds requested?</p>	<p>Yes</p>																											
<p>Please list the sources and amounts of matched funding.</p> <p><i>Please attached any evidence of matched</i></p>	<p>Funding Source</p>	<p>Secured Yes/No</p>	<p>If not Secured when will this be confirmed?</p>	<p>Amount (£)</p>																								
	<p>PTC CIL</p>	<p>YES</p>		<p>£25 097</p>																								

<p><i>funding to this bidding application</i></p>				
<p>Is there a day to day revenue cost associated with the project? If yes, please detail how this is to be funded.</p>	<p>NO</p>			
<p>Have quotations been sought in respect of the proposed works/equipment?</p> <p><i>Please provide evidence to detail the cost of the projects, and where possible more than 1 quote would be expected.</i></p>	<p>Costs have been estimated using the toolkit provided on the paths for all website. This toolkit uses 2019 guide costs and therefore a 15% contingency has been included to cover any price increases that may have occurred.</p> <p>For further information please see the description provided by Sustrans (Attached).</p>			

4. Project Management

<p>Who will manage your project and how they will ensure its delivery?</p>	<p>The project will be managed by Peacehaven Town Council Project officer who will set clear timeline markers and establish a delivery team consisting of Sustrans, Councillors and construction managers to oversee work being undertaken.</p>
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Partners – Please list other organisations that will help deliver the project (if applicable)	Sustrans
If applicable, who will maintain the project in the future?	Peacehaven Town Council as leaseholders will be required to maintain the pathway.

o **5. Links to other CIL Funding Regimes**

Does this project cover more than one CIL Charging Authority?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If the answer is “yes” please state which Authority <i>(i.e South Downs National Park, Wealden, Mid-Sussex)</i>	
Is matched funding being provided from the other Authority? Or has a letter of support been provided? <i>Please attach relevant evidence to the bid application</i>	No.

6. Bid Justification

Does the project feature on the IDP (Infrastructure Delivery Plan)?	The scheme is not specifically featured in the IDP but is recommended at para 3.01 1.3 of the East Sussex County Council Local Cycling and Walking Infrastructure Plan “leverage developer money to create shared-use connection between park and one of the residential streets south of Firle Road”.
Does the project feature in a Neighborhood Plan? <i>(if it does please provide references to which plan and section)</i>	Active movement is key theme of the draft neighbourhood plan. This plan is currently at Regulation 14 stage, and associated draft transport policies set out the aims of having well-connected, attractive cycling and pedestrian routes , providing seamless integration with the

	<p>existing towns facilities and public green spaces to encourage a reduction in car-based travel.</p> <p>ESCC have written to support the Neighbourhood Plan policies and aims.</p>
<p>Does the project feature in any other plan or document?</p> <p><i>If yes please detail which</i></p>	<p>ESCC LCWIP (As above).</p> <p>Pathway forms route of park-run and junior park run and is featured in associated local maps.</p> <p>Also plays an active role in linking people to walkways set out by the National Park to Egrets Way and beyond. Peacehaven Health Walk • Hiking Route » outdooractive.com</p>
<p>How will the proposal help address the demands of development in the area?</p> <p><i>(please discuss local and recent development relating to this project)</i></p>	<p>The population of Peacehaven is growing and there have been significant housing developments in the immediate locality of Centenary Park with many units still under construction. In particular, the large development of Chalker's Rise consisting of 450 houses. (1500 people) to the north has impacted on existing service provision within the area. Public transport routes from the north to the south are infrequent and do not run after 7pm which means that many are fully reliant on cars as a means of transport.</p> <p>Both the existing and incoming populations require easy and safe access to community green spaces and the opportunity to travel safely by sustainable and active modes from North Peacehaven to the South Coast Road.</p> <p>This project not only enables accessibility improvements to one of the main sports and leisure areas in the Town which includes a Community Café, Local Hub, Bike Hub, Football Club, but also allows an accessible and safe route through an area of green open space which has huge health and well-being benefits.</p> <p>In addition, the South Coast Road (A259) and surrounding roads are heavily trafficked and congested. An alternative sustainable route via Centenary Park would improve connectivity across the Town and increases opportunities for people to make active travel trips in accordance with both national and local transportation such as Local Transport Plan 4, the NPPF, Local Plan Core Strategy, Peacehaven Centre Masterplan and the Neighbourhood Development Plan.</p>

<p>Does the project have the support of the community?</p> <p><i>Please detail what type of support and who from. i.e Letters, Community consultation.</i></p>	<p>Yes. The vision of the neighbourhood plan “is Peacehaven and Telscombe to be sustainable and healthy with clean air and an environment providing a good quality of life for all inhabitants and visitors” The regulation 14 consultation showed that 75% of respondents supported that aim for the towns.</p> <p>As part of the Neighbourhood Plan Regulation 14 consultation ESCC wrote “we note the opportunity stated to use CIL received by the Neighbourhood Plan towards transport interventions in the local area. This is welcomed and aligns with the requirements for partnership working and collaborative funding between authorities to bring forward transport interventions”.</p> <p>Improving pathways and walking/cycling network is a key part of the draft Neighbourhood Plan and active movement agenda.</p>
<p>Have S106 Funds been identified for this project?</p> <p><i>If so please provide details of the development from where this comes from and amount.</i></p>	<p>No.</p>

○ **7. Project Barriers and Risk**

Please show what barriers and risks apply	Yes	No	Unknown
Physical and environmental impacts (e.g. flood risk, contamination, topography, biodiversity, noise, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approvals and licenses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ownership, acquisition or compulsory purchase order issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dependency on other projects going ahead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If any constraints are identified, please provide further details, including the extent to which the issues concerned can be overcome by mitigation

A topographical survey will be undertaken and has been quoted as part of estimated project costs.

○ **8. Environmental Impacts**

<p>Will your project if implemented have a negative, positive or neutral environmental impact?</p>	<p>○ Positive ○ Negative ○ Neutral</p>
<p>If there is anticipated be an impact please detail the level and type of impact this will have on the environment.</p> <p><i>Negative impact examples could include increase in carbon emissions, reducing green space. Positive impacts could include improving air quality, increase in biodiversity.</i></p>	<p>Positive impact as increasing accessibility to open space community areas. Enabling more use of cycle and walking network which is acting as important as a leisure route and utility link to the residential areas of the north and east.</p>
<p>Please detail any mitigation measures which are to be used in the project to minimise any negative impacts to the environment?</p> <p><i>E.G Electric Vehicles, renewable energy sources, recycled products.....</i></p>	<p>Where possible recycled materials will be used to form pathway and local suppliers and construction workers will be engaged.</p>

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- **9. Equality and Fairness**

The Public Sector Equality Duty requires the Council, in the exercise of its functions and in its decision making, to have due regard to the need to:

- Eliminate discrimination, harassment and victimisation
- Advance equality of opportunity between people who share a characteristic and those who do not share it;
- Forster good relations between people who share a characteristic and those who do not share it.

There are nine protected characteristics covered by the Public Sector Equality Duty: age, disability, sex, pregnancy and maternity, gender reassignment, marriage and civil partnership, race, religion or belief and sexual orientation. We also recognise that socio-economic status can be a significant barrier to equality.

Further information on the Council’s equality and fairness policy is available on our [website](#).

<p>Which Protected group will the project benefit/affect the most?</p>	<p>The improved accessibility will particularly benefit those who have impaired mobility and wheelchair users in accordance with the equality Act 2010 and the Lewes District Council’s Equality and Fairness Policy.</p>
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<p>Please explain how you have given consideration to the different needs of people and steps have been taken to minimise the potential disadvantages and maximise equality of opportunity.</p>	<p>Peacehaven and Telscombe have some of the worst health records in the East Sussex Area. In 2019 the index for overweight children in reception year showed that 23% of children in Peacehaven and Telscombe were overweight. Which aligns with Sports England (Active Lives Survey 2020) showing that only 80% of adults in the Towns were physically active twice a month.</p> <p>According to the House of Commons Library source 2019/2020 the Havens Area had higher levels of depression/high blood pressure and heart disease than the national average.</p> <p>The fundamental aim of this project is to facilitate equal opportunities and inclusion for all ages and abilities through improving accessibility. Improving the pathway surface to make it an all-weather and all-season path would enhance accessibility to the park, the community orchard, café, facilities, the park run (both adults and junior) and encourage a greater cycle network from the north and the east of Peacehaven.</p> <p>The existing pathway was never fully completed with a permanent surface. The existing gravel surface is uneven and is also starting to erode in places, making cycling and walking difficult.</p> <p>Upgrading and improving the surface of the surface will provide a significant accessibility improvement, particularly for wheelchair and mobility scooter users and for those using a mobility aid.</p> <p>Also, for parents/carers pushing buggies or younger users walking, scooting and balance biking. The improved surface will also retain a grass verge area for horse riders providing an alternative surface.</p> <p>The improved smoother and impermeable surface will provide a safer and more stable surface for walking, wheeling and cycling. This will help to increase accessibility for disadvantaged groups, increase modal shift away from cars and reduce vehicular trips to</p>
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	the park and community facilities. It will also enable easier access for young people and children who won't need to rely on a driver to access the park.
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- **10. Supporting Documents**
- The following list of documentation is designed as a guide to assist you with what documentation may be relevant to support this bid. Please note this list is not exhaustive and you may wish to attach documents not mentioned on this list:
- Copies of relevant planning documents (Planning, Building Control)
- Land ownership details and evidence
- Quotes for proposed project
- Project planning information (budget, project plan etc)
- Risk Planning details
- Details relating to the Governance of the project
- Evidence of Community support (Crowd funding, Community Consultations, letters of support)
- Evidence of matched funding
- Cross Boundary Project information
- License copies/details

11. Declaration

I declare that I have given notice of this proposal to the owner and occupiers of the land and prior to authorisation will produce Title Documentation if required. I confirm that I have advised the Parish/Town Council and Ward Member of this proposal and attach copies of all written comments that they have made.

I declare that I am authorised to make this application and that the information given in this application is correct.

Signed	Name
Position	Date
Telephone:	Email:

LDC.11390.RMG

Schedule 2 Invoice



Invoice #15009.pdf



INVOICE

Peacehaven Town Council

Meridian Centre
Meridian Way
Peacehaven
East Sussex
Peacehaven, East Sussex
BN10 8BB

VAT Reg Number:191550856

Telephone:01273 585493

Fax: 01273 583560

Invoice No:15009

Invoice Date:26/03/2024

Customer A/c No:PLANNING

Customer Ord No:

Invoice To

Lewes District Council
Planning Department
EMMA KEMP
Lewes
East Sussex

Code	Item Description	Dis %	Qty Unit	Qty	Unit Price	Total Price	Vat
	FOR THE PATHWAY AT THE BIG PARK AS DISCUSSED AND AGREED			1.00	32,564.02	32,564.02	0%

Payment DUE DATE26/03/2024

Net 32,564.02

Bank Details:

Barclays Bank PLC
Sort Code: 20-49-76
Account No: 10701173

VAT 0.00

Gross 32,564.02

Detach

Please detach this REMITTANCE SLIP and enclose with your payment

Account Ref : PLANNING

Invoice No : 15009

Account Name : Lewes District Council

Amount Paid :

Peacehaven Town Council

George Dyson
Town Clerk

☎ (01273) 585493
✉ TownClerk@peacehaventowncouncil.gov.uk



Community House,
Meridian Way,
Peacehaven,
East Sussex,
BN10 8BB.

Committee:	Full Council	Agenda Item:	C1260
Meeting date:	23 rd July 2024	Authors:	Parks officer
Subject:	Café sliding doors		
Purpose:	To agree		

Recommendation(s):

To agree to repair the café sliding doors and,

- I. To convert the café sliding doors to electric**
- OR**
- II. To only have the running gear and track replaced on the café doors**

1. Background

The café opened in 2014 as part of the big parks project now Centenary Park, the building has sliding shutter doors to protect the windows when it is shut. These doors run on a track and carriages and are manually shut. The mechanism has now got to the stage where it is very hard to close the doors as the carriages and tracks have worn out, and this could lead to injury if not addressed so these repairs are essential.

We have tried to contact the original installers, but they have not responded to our calls or emails, so we investigated other companies and only one, who specialise in automatic gates, was willing to come on site and price up the work.

We asked the company to quote for just replacing the track and carriages but also to price up converting the doors to open automatically with electric motors as the doors are very heavy to move even when the tracking etc was new, so this would help prevent the possibility of injuries in the future.

The quotes were

£14,680.00 + VAT to replace all tracking and carriages so they can be moved safely manually.

£21,680.00 + VAT to motorise and replace tracking and carriages.

This could be funded by PTC CIL monies.

2. Options for Council

- Accept the quote to motorise the doors and where to fund the works from.
- Accept the quote to only replace the running gear carriages and tracking and where to fund the works from.
- Remove the doors and leave the café windows exposed.
- Officers to continue to try and find further companies to quote for the works.

3. Reason for recommendation

The doors could cause injury if not refurbished, the doors are very heavy to move even when they were new, the door protect the café windows from vandalism.

4. Expected benefits

a. The community

The café is an asset to the town and its residents

b. The environment

c. Other

5. Implications

5.1 Legal	yes
5.2 Risks	Risk of injury to users
5.3 Financial	To be determined where to fund this from.
5.4 Time scales	Urgent as the doors are becoming very stiff
5.5 Stakeholders & Social Value	yes
5.6 Contracts	
5.7 Climate & Sustainability	
5.8 Crime & Disorder	Doors prevent vandalism
5.9 Health & Safety	Door could cause injury if not repaired
5.10 Biodiversity	
5.11 Privacy Impact	
5.12 Equality & Diversity	

6. Appendices



