



Dear Councillors Ryan Cullen, Dee Harrison, Henry Micah, John Newton, Barry Smith, Jim Weale, and Mollie Weale,

You are summoned to attend the next meeting of the Parish Council to be held on Monday 21st November commencing at 7pm. This meet will be held in the small hall of Fernwood Village Hall, Rubys Avenue, Fernwood, NG24 3RS

Members of the public and press are entitled to be at the following meeting Public Bodies (Admission to Meeting) Act 1960 Section 1 extended by the Local Government Act 1972 Section 100 unless precluded by the Parish Council by resolution during whole or part of the proceedings. Such entitlement does not however include the right to speak on any matter except at the beginning of the meeting. As issues raised during the public session may not relate to items on the agenda no resolution for action can be taken.

Marion Fox Goddard, Fernwood Parish Clerk, Tuesday 15th November, 2022

A G E N D A

- 155. Declarations of any intentions to record the meeting
- 156. Apologies for absence
- 157. Declarations of interest
- 158. Public Open Forum (15 minutes) - ***Fernwood Parish Council is committed to community engagement and therefore warmly invites members of public to contribute during this part of the meeting*** (for discussion of any issues other than the coat of arms)
- 159. To note the report and discuss the Council's previous decision to purchase a Coat of Arms and respond to queries regarding this (including public participation)
- 160. Approval of the minutes of Parish Council meeting held on 17th October, 2022
- 161. Councillors' & Clerk's reports
- 162. County Councillor's and District Councillors' reports
- 163. Finance
 - a. Bank reconciliation to be noted
 - b. Items of income to be noted
 - c. Items of expenditure paid by Direct Debit/Standing Order to be noted and items of expenditure approved under delegated powers since the last meeting – to be noted
 - d. Items of expenditure for consideration
 - i. Legionella Training Course
 - ii. Grit bin for woodland
 - iii. Tree carving
 - iv. Design fee – interactive sign for Dale Way
 - v. Parking Survey
 - vi. Youth Club July 2023-March 2025
 - vii. Decommissioning of the showers in the shower block
 - viii. Service of the blow heaters in the main hall
 - ix. Shrubbery on Dale Green
 - e. To discuss the interim audit report and its recommendations
 - f. To discuss and decide on how to proceed regarding consolidation of bank accounts.

164. Planning and Licensing

To note the following decisions made by Newark and Sherwood District Council:

22/01380/TPO	Land to the east of Balderton Hall off Rubys Avenue Fernwood (Costall Woods – behind Fernwood Day Nursery)	Undertake works to trees protected by TPO N302 identified as part of Group 7, Group 9, Group 11, T72, T73, T74 and T75 as detailed in the attached Tree Survey	Grant Works to Tree/s Protected by TPO
22/01545/RMAM	Land North & East of Fernwood West & East of Spring Lane/Hollowdyke Lane South Of A1 And West Of Railway Line Fernwood	Reserved Matters Submission (Replan) For Footprint Amendments and House Type Amendments (Phase 3) For Plots 597- 598, 600-612 And Plot 527 Following Outline Planning Approval Ref: 14/00465/OUTM and in lieu of reserved matters approval 18/00526/RMAM	Grant Reserved Matters Major
22/01598/S73M	Welcome Break Newark Services Great North Road Fernwood	Application for variation of conditions 5 (Site Access) to allow occupation prior to highway works and to approve details pursuant to condition 20 (Highway Signage) attached to planning permission 20/01177/FULM.	Refuse Section 73 Major Applications
22/01534/LDC	21 Rubys Avenue, Fernwood	Single storey rear extension	Certificate Of Lawful Use or Development Issued

165. To discuss Community Infrastructure Levy

166. To consider a report on work in the Woodland behind Fernwood Day Nursery including

- a. An update on the area behind Marron Court
- b. Trees to be felled in November
- c. Decision on whether to carve one of the felled trees

167. Youth Club Update

168. To consider Allison Homes offer of a defibrillator

169. Policy: To consider adoption of the suggested Banner Policy

170. To consider signing up for the Civility and Respect Pledge

171. Correspondence

- a. Email regarding becoming a member of Fernwood Parish Council
- b. N&SDC offer of training on planning
- c. Two complaints regarding the coat of arms (in report discussed in item 159)
- d. Boundaries Commission consultation

EXEMPT BUSINESS

Under the Public Bodies (Admissions to meetings) Act 1960 (as extended by s.100 of the Local Government Act 1972), the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that it involves the likely disclosure of exempt information as defined in Part 1 of schedule 12A of the Local Government Act 1972

172. To discuss the national salary award and its implications on the Council's budget

Report regarding the Fernwood Coat of Arms

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Marion Fox Goddard

Clerk and Responsible Financial Officer, Fernwood Parish Council

November 14th, 2022

Introduction

This report has been written due to concerns raised on Facebook regarding Fernwood Parish Council's purchase of a Coat of Arms. Fernwood Parish Council has nothing to hide. We encourage anyone with an interest in the parish to read this report and regularly visit our website to look at our agendas and minutes. Everyone is welcome to attend Fernwood Parish Council meetings. These are on the third Monday of every month (except August and December when there isn't a meeting) at 7pm at Fernwood Village Hall.

We recognise that many people don't have time to come to meetings, but welcome queries and suggestions that come into the Council. If you have any questions, following reading this report, please email clerk@fernwood-pc.co.uk

Fernwood Parish Council will be meeting on November 21st, 2022, at 7pm at Fernwood Village Hall. The Coat of Arms will be on the agenda. We request that you read this report in advance of the meeting; it gives insight into the decision made and answers many of the concerns and questions that have been raised on social media and in the two complaints that we have received. Everyone is invited and will be happy to answer questions raised on the night.

This report clarifies why the coat of arms has been bought and the documentation that we have published and where this has been publicised. All agendas and minutes for the meetings detailed in appendix 1 were sent to all the local county and district councillors that cover Fernwood. They are invited to every Parish Council meeting and their presence noted in the minutes.

The coat of arms is 100% a decision made by Fernwood Parish Council and the Council stand by its decision; the Councillors are happy to talk to residents about why the Council came to previous decisions. We welcome residents to come to Parish Council meetings to talk about any issues they may have.

In May 2023, there will be elections for the Parish Council and residents of Fernwood will have the opportunity to stand for election and vote for the candidates that stand¹. For anyone considering standing, we'd recommend coming to the Parish Council meetings to see the work of the Council or regularly reading agendas and minutes to keep up to date on issues the Council is working on. The Parish Clerk will gladly provide links to websites with useful information on the role of a Parish Councillor and the powers and duties of Parish Councils.

¹ Subject to having registered to vote and being eligible.

Reasons the Council has bought a Coat of Arms

In January 2022, the Council unanimously took the decision to request a Coat of Arms from the [College of Arms](#) with the knowledge that there are more than enough funds to allocate to other projects which the Council knows are important to local residents. Fernwood is a growing parish in terms of development with original hospital dwellings, Fernwood Central, Greater Fernwood (Barratt David Wilson Homes current development) and Fernwood Meadows (Allison Homes development). To date, a fern leaf has been used on the Parish Council logo. The Coat of Arms which is currently being designed will take into account the rich history of the Parish.

The Council would like to mark the boundaries of Fernwood parish, as many other parishes and towns do, with 'welcome to...' signs. The idea being to have a sign to clearly define that people are entering Fernwood; with this having the Coat of Arms on it which will include items relevant to the parish's local history. There is quite often debate on whether Fernwood is a village or an estate. Fernwood is a parish - and the Coat of Arms celebrates Fernwood's history – The iconic Water Tower, RAF Balderton as well as Balderton Hospital and the fantastic woodland that Fernwood has. The Council believes this is a legacy for the future.

What has been spent so far

The Council has spent £14555 on the Coat of Arms. There will be no more costs for the Coat of Arms other than having it framed which can be done locally.

The Council plan to invest in signage for the edge of the parish to mark the boundary. Any costs relating to this will be added to a Council agenda and we will ensure this is publicised so members of the public can come and discuss this with the Council if they are concerned. Regarding this, we draw your attention to the amount of Community Infrastructure Levy that the Council holds; there is more than enough money to cover these signs and any other projects residents wish to be considered.

We will also look into applying for grants towards the signage before we buy them, but we acknowledge it may be difficult to persuade a grant provider that we need the funding when we hold so much CIL. The local county councillor has mentioned applying for match funding through the [Nottinghamshire County Council Local Communities Fund](#); the Parish Council will consider this but it is worth knowing this is likely to come from council tax. Consideration will have to be given on whether it will be better to use CIL rather than take funds which ultimately come from council taxpayers.

How the Council has paid for the Coat of Arms

Fernwood Parish Council has received significant amounts of **Community Infrastructure Levy** over the last 3 years. Full details can be found on the Council's website here: [Financial information²](#)

Fernwood Parish Council has received **£650,186** of CIL over the last three years; we are due to receive an additional **£566,000³** in November 2022. With thousands more houses due to be built in the parish over the next 10 years, it is projected that the Council will receive over **£450,000** more of CIL just from the Barratt David Wilson Homes (BDWH) and Allison Homes (AH) developments. These figures do not take into account the CIL that the Parish Council will receive from the Persimmon Homes⁴ development.

Fernwood Parish Council produced a Neighbourhood Plan which was adopted and means the parish receives 25% of CIL that the developers pay to N&SDC. The figure would be 15% if the work hadn't been put in to get a neighbourhood plan for Fernwood.

If Fernwood Parish Council does not spend the funds within the prescribed time frame, they will be returned to Newark and Sherwood District Council.

Fernwood Parish Council does not have a Community Infrastructure Levy Policy at this stage, but this will be written early next year. This will be on a Parish Council agenda and discussed in an open meeting. We will publicise this.

There are regulations on what CIL can be spent on. Government guidance can be read here: [Community Infrastructure Levy - GOV.UK \(www.gov.uk\)](#)

² www.fernwood-pc.co.uk – Financial information can be found under the Parish Council Documents tab

³ NSDC has confirmed this figure on 8/11/22 (Higher than previously advised)

⁴ Persimmon have outline planning permission to build 1800 homes, we understand they are due to submit their reserved matters in the next couple of months so envisage construction will commence in 2023. We have not had projected figures for CIL for this development, but it is likely to exceed the BDWH (1050 homes) and AL (350 homes) figures combined.

Will this purchase stop us doing other projects in Fernwood? A new park for example.

The purchase of the Coat of Arms will not stop Fernwood Parish Council investing in other projects. There is an abundance of CIL. This does not mean we take decisions lightly on how to spend this money, but this was relevant when assessing whether a Coat of Arms should be purchased.

To date, the Council has consulted residents on a project by project basis to inform decisions on spending.

Projects which the Council has consulted/are consulting on⁵ with Fernwood residents, which could potentially use CIL funding on are:

- Purchase of the woodland in central Fernwood (January 2021)
- Crime and fear of crime in the parish - based on the recent survey 2 CCTV cameras have been requested through N&SDC's CCTV partnership (we are currently awaiting feedback on whether they are willing to proceed with this) (June 2022)
- Hollowdyke Lane (October 2022 – currently open) - based on the feedback from the survey, Council will decide whether to investigate costs of employing a consultancy to look at the feasibility/safety of keeping Hollowdyke Lane open and the potential costs of an application/works. The next stage would be to consult with residents on whether they think it would be a worthy use of CIL.

We have also posted consultation letters to residents in specific areas⁶ of Fernwood regarding proposals close by to their homes.

The Council will be doing further consultations next year. The Council does not consult on every purchase it makes but we will continue to try to involve residents.

⁵ Consultations done electronically and shared through social media and other electronic means.

⁶ Homes around Dale Crescent Green and those on Marron Court/Close which back on to the woodland.

New Play Park for Fernwood Central

We are committed to replacing/improving this park. The Council has yet to consult with respect to this as the land transfer⁷ has not been completed yet, but the Council is fully committed to working with FirstPort to see how we can deliver this project.

It has been questioned why the council did not invest in the park years ago. At the Annual Parish Meeting held on 14 May 2018. The following minute was taken:

‘A parent and 2 school children presented ideas the children have come up with to improve facilities in Fernwood. This was a project done by the year 4 children at the school; the majority of the year 4 children wanted to see improved play facilities in the village. A key request was for items for older children and to name a new play area in Daniel’s honour’.

At the time, the Parish Council had no CIL and were not eligible for grants to enhance the park⁸; the council would have to increase the precept. The Council’s responsibility for spending money and ensuring our assets are insured, would mean we would need legal agreements in place on ownership of assets and liabilities with Barratt David Wilson Homes and FirstPort, as well as pay for the park.

We decided that it would be better for us to get the land transferred first rather than need to have 2 legal agreements in place. We still stand by the logic for getting the land transfer done first and then working with one other body (FirstPort) rather than two, although we understand the frustration that waiting for an enhanced park causes.

The situation with regards to the open spaces not being handed over by the developer for such a long time after the development finished is by no means ideal. The Parish Council has been trying to tackle this issue for many years in addition to lobbying the local MP for rights for freeholders in managed estates. We met with Robert Jenrick again in May 2022 to seek his support with the land transfer and to press for the rights of freeholders on managed estates amongst many other issues.

It is 18 months since the developer did agree to hand over the land so we are very hopeful that this will happen soon. Newark and Sherwood District Council have assured us that BDWH are still committed to this.

⁷ Barratt David Wilson Homes owns most of the land in central Fernwood still (see question 15 for more information on this)

⁸ The fact that the land was owned by a private business meant any application we made would not meet the criteria for all the grants we looked into.

Questions/Comments and Answers from residents

1. Why couldn't local school children design the Coat of Arms?

The [College of Arms](#) are responsible for the granting of new coats of arms. This is where all arms are designed.

2. Why did it cost so much?

The price could not be negotiated or a cheaper supplier found as arms are solely granted by the [College of Arms](#).

3. Why did the Parish Council not consult about the Coat of Arms?

The Council has a track record of consulting with residents. We have recently consulted on purchases that are going to have ongoing costs such as the woodland and CCTV. Anything that would have a significant cost to the council tax payer⁹ or use a significant amount of the CIL, would of course be consulted on. Although the figure of £14,555, may seem high, when looked at in context of how much CIL the Council has, this is a relatively low amount.

Fernwood Parish Council has received **£650,186** of CIL over the last three years; we are due to receive an additional **£566,000**¹⁰ in November 2022. With thousands more houses due to be built in the parish over the next 10 years, it is projected that the Council will receive over **£450,000** of CIL just from the Barratt David Wilson Homes (BDWH) and Allison Homes (AH) developments. It does not take into account the CIL that the Parish Council will receive from the Persimmon Homes¹¹ development.

The Coat of Arms will have no ongoing costs for residents of Fernwood. The £14,555 fee is a one off charge, and the arms will be used by the Parish Council as long as the parish exists.

The amount of CIL that the Parish Council holds and will be receiving, made the Council confident that spending this amount would have no effect on the delivery of any other project that could/would be planned for Fernwood. The 3 housing developments which are in progress/being planned have play parks, tennis courts, allotments, community buildings and more. We know these facilities are coming without the use of CIL as they

⁹ Fernwood Parish Council gets its funds for running Council services through a precept. This is included in the Council Tax that residents pay to N&SDC.

¹⁰ NSDC has confirmed this figure on 8/11/22 (Higher than previously advised)

¹¹ Persimmon have outline planning permission to build 1800 homes, we understand they are due to submit their reserved matters in the next couple of months so envisage construction will commence in 2023. We have not had projected figures for CIL for this development, but it is likely to exceed the BDWH and AL figures combined.

are facilities already planned and agreed in section 106 agreements (the developers will deliver these).

That said, the Parish Council is aware that residents want to see improved facilities at the play park; this is something the Parish Council want to work on and will do so, when the land is transferred from Barrett David Wilson Homes. The Council also understands that residents wanted to see improved facilities for teenagers; the Parish Council having recently funded a youth club provision for this reason.

4. Are there any more costs for the arms?

We will need to buy a frame for the arms. Quotes will be obtained, and this will be on a Parish Council agenda for consideration.

5. Will this lead to any more costs such as insurance, letterheads, signage?

Insurance premiums for Fernwood Parish Council will not change due to the purchase of the Coat of Arms.

The Council holds no printed stationery and has no plans to do so. We will change the electronic header on a letter and agendas etc this will be a matter of cutting and pasting; no costs will be incurred.

We have seen on local social media that it is being suggested that the council will buy regalia such as mayoral chains etc. This is something that other local Councils have but it's not something that is being considered by the current administration of Fernwood Parish Council.

The Council's action plan includes having 'welcome to' signage on edges of the parish. This is common in villages/parishes across the country. At this stage, these have not been arranged as there is so much planned roadworks due to the developments around the parish. The Council will consider this at some point in the future; when the costs are being considered, this will be fully publicised in a council agenda and we will add Facebook posts to let residents know about this.

6. Why didn't I know about this money being spent?

Fernwood Parish Council endeavours to reach out to residents as much as possible, using its notice boards, website, Facebook and Fernwood Gazette. The Coat of Arms was agreed at the January 17th, 2022, meeting. The agenda was on the notice boards, our website, our Facebook page and shared to the two local Facebook groups including event invites¹². The Coat of Arms has been mentioned in every Parish Council meeting agenda pack since, the latest one being in the budget report in the October agenda pack. Appendix one has details on when the Coat of Arms has been mentioned in public documents up to October 2022.

¹² Parish Council meetings are set up as events on Facebook as this application sends reminders to people.

The Parish Council adds an event invite to the Fernwood Parish Council Facebook page and shares this to the two local Facebook groups. Our meeting dates follow a regular pattern (the third Monday of every month except August and December when there isn't a meeting); they are also listed in the Fernwood Gazette. We try to make it as clear as possible, but everybody can attend our meetings; we accept that people may have other priorities and are clear that people can write to the Council and express their views.

7.How can you spend this much money on a Coat of Arms with the current economic climate? This money could have been spent on people in poverty.

Details on what CIL can be used for can be found here: [Community Infrastructure Levy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/community-infrastructure-levy)

8.Is there an opportunity for us to get involved with the design?

The Coat of Arms is nearly ready. When we looked into the process we were asked about the history of the Parish; the following ideas were sent:

- Fernwood Water Tower
- Balderton Hospital
- Avro Lancaster
- Balderton Hall
- Trees: Turkey Oak, Wellingtonia, Horse Chestnut, Yew, Sycamore
- Woodpeckers – Green and Great Spotted ones

9. This is purely a vanity project.

We disagree. The Coat of Arms has not been related to a particular Councillor; the Council unanimously agreed it was a good idea to buy it. No one's name will be linked to the Coat of Arms. It will purely be for the Parish Council (current and future) to use to promote Fernwood as a place to live and work in. If signs are erected on the entrances to the parish, this will clearly show Fernwood is not an 'estate' and make Fernwood's identity clear. The parish is a lot bigger than the current development and those in progress; 'welcome to' signage would help to mark that¹³.

We assure you that spending £14,555 on the granting of the arms has not cost taxpayers of Fernwood anything and will not stop other large projects being delivered in Fernwood. The Council will receive hundreds of thousands of pounds in CIL.

10. Where is this Coat of Arms?

It is close to being completed. As soon as we have it, we will publicise it.

11. Parish Council meetings are not publicised well enough. Why don't you send us more reminders?

Our meeting dates follow a regular pattern (the third Monday of every month except August and December when there isn't a meeting). The dates are listed in the Fernwood Gazette. Agendas are posted on the Parish Council notice boards, our website, our Facebook page and shared to the two local Facebook groups.

The Parish Council adds an event invite to the Fernwood Parish Council Facebook page and shares this to the 2 local Facebook groups.

We feel we're proactive in letting residents know when our meetings are. Not many other local Parish Councils have active Facebook pages which invite residents to come to the meetings with links to agendas et cetera and share this to local Facebook groups.

We do encourage you to follow the Parish Council Facebook page so you get notifications of our events (which include Parish Council meetings); hopefully this will mean Facebook will remind you. Alternatively, a recurring reminder in your electronic calendar on your phone could be set up to remind you to look for the agenda for the Parish Council meeting on the second Wednesday each month (it will be published on the Tuesday) and another reminder of the Parish Council Meeting (third Monday of each month).

¹³ Another local government body recently missed Fernwood Parish Council out on their consultation regarding an application from a local business on the edge of the parish. The Parish Council found out about the consultation anyway and this is by no means a complaint against the other authority but it does give an indication of the fact that it is not clear where the boundaries of Fernwood are to some people. This is not the first time this has happened. Signage would not guarantee that this would happen again, but we believe it would improve local knowledge on the parish boundaries.

12. Why haven't you got a CIL policy and why haven't you consulted residents up to now?

We have consulted residents on projects we are considering that CIL could be used for, and we plan to have a draft CIL policy at the January 2023 Parish Council meeting.

It is clear this is something we need. To date it hasn't been written for a variety of reasons. We have recently employed an administration assistant to allow more time for the Parish Clerk to spend on writing such policies.

13. Why hasn't the Parish Council used CIL to replace the play park in central Fernwood? We want a skatepark or something for teenagers.

The Parish Council does plan to invest in the park just off Rubys Way. At present the Council does not have ownership of the majority of the open spaces in Fernwood central.

The transfer of the open spaces was agreed in principle in the Spring of 2021 but the legal work for this has taken much longer than we had expected. The legal transaction involves BDWH, N&SDC and the Parish Council as the land must be transferred to N&SDC based on the section 106 agreement that was agreed in 1999. A back to back transfer is planned with the land being transferred to N&SDC and then to the Parish Council immediately.

The Parish Council investigated the feasibility of buying a piece of land across the B6326, towards Suthers School, with a view to creating a recreational space with older children in mind. We were told that this is designated as business use land and would cost around £1m, so therefore not possible.

A resident wrote to the Council recently asking for all age groups to be kept in mind when designing parks; this was discussed at the September Parish Council meeting and the Council agreed to contact N&SDC and Persimmon Homes about this. An N&SDC officer has confirmed the request has been sent to Persimmon.

As soon as we take ownership of the open spaces, we will get onto working with FirstPort on improving the play park in central Fernwood.

14. This money could have been used on improving the parking issues on Goldstraw Lane. Why haven't you done this?

In December 2019, Fernwood Parish Council representatives met with a senior officer from Via East Midlands (Nottinghamshire County Council) and the then County

Councillor, Keith Walker, to discuss parking issues in Fernwood, in particular, along Goldstraw Lane.

The officer advised that adding double yellow lines often only displaces issues and recommended that a polite request be given to residents to park considerately. She also said less parked cars, from her experience would increase the speed of some drivers.

Another issue that was raised around that time was the fact that the services are quite close to the surface of pavements so the cost to adapt pavements to move cars away from parking on the road, would be quite costly.

The roads in Fernwood were approved by NCC and are the responsibility of NCC/Via East Midlands; that said, should they provide a quote for a feasibility study on changing the road/path on Goldstraw Lane, with an outline figure of what any proposed changes may cost, the Council would consider this and consult with residents regarding the issue.

Appendix 1: List of References to the Coat of Arms in publicly available documents

Date	Meeting Date/Document Type	Where in document?	Published on Parish Council website, event and agenda ¹⁴ /minutes added on Fernwood Parish Council Facebook page, shared from Fernwood Parish Council Facebook page to MyFernwood Facebook and Fernwood Village Groups on Facebook	On Parish Council notice boards ¹⁵	Delivered to Homes
11/1/22	17/1/22 Agenda	Agenda item Clerk's report Quote	✓	✓	✗
8/2/22	17/1/22 Minutes	Clerk's report Minuted decision	✓	✓	✗
10/2/22	21/2/22 Agenda	Clerk's Report	✓	✓	✗
24/2/22	21/2/22 Minutes	Clerk's Report	✓	✓	✗
22/3/22	28/3/22 Agenda	Clerk's Report Action Plan	✓	✓	✗
28/4/22	28/3/22 Minutes	Clerk's Report	✓	✓	✗
19/4/22	25/4/22 Agenda	Clerk's Report	✓	✓	✗
3/5/22	25/4/22 Minutes	Clerk's Report	✓	✓	✗
10/5/22	16/5/22 Agenda	Clerk's Report	✓	✓	✗
23/5/22	16/5/22 Minutes	Clerk's report	✓	✓	✗

¹⁴ Full agenda pack

¹⁵ On notice boards, just the agenda is posted not the full agenda pack

Date	Meeting Date/Document Type	Where in document?	Published on Parish Council website, event and agenda¹⁴/minutes added on Fernwood Parish Council Facebook page, shared from Fernwood Parish Council Facebook page to MyFernwood Facebook and Fernwood Village Groups on Facebook	On Parish Council notice boards¹⁵	Delivered to Homes
14/6/22	20/6/22 Agenda	Clerk's Report	✓	✓	✗
24/6/22	20/6/22 Minutes	Clerk's Report	✓	✓	✗
12/7/22	18/7/22 Agenda	Clerk's Report	✓	✓	✗
22/7/22	18/7/22 Minutes	Clerk's Report	✓	✓	✗
20/9/22	26/9/22 Agenda	Clerk's Report	✓	✓	✗
Delivered end of September	October Fernwood Gazette	Page 4	✓	✗	✓
3/10/22	26/9/22 Minutes	Clerk's Report	✓	✓	✗
11/10/22	17/10/22 Agenda	Clerk's Report Budget Report	✓	✓	✗
21/10/22	17/10/22 Minutes	Clerk's Report	✓	✓	✗

Appendix 2: Complaints

Complaint 1

From: REDACTED

Sent: 07 November 2022 13:46

To: feedback@fernwood-pc.co.uk

Subject: Formal complaint

Dear Fernwood PC,

I would like to raise a formal complaint against the PC regarding the spending of £14500 to purchase a Coat of Arms for the village.

Having spoken to another PC please advise on the below:

- * There's no mention of this crest on the November agenda or minutes.
- * Nothing on your website for December so assuming they didn't meet in that month?
- * January 17th agenda and minutes weren't uploaded to the website until Feb 8th (along with the paperwork) and all it says is: item expenditure for consideration - Coat of Arms, then the price which was unanimously agreed.

There's nothing to confirm this agenda was made public ahead of the meeting, which by law they have to give three clear days notice so if she didn't put a copy on a noticeboard, Joe public wouldn't have known to attend and object.

Ultimately, I believe that this to be nothing more than a vanity project and that the money could have spent far better enriching the lives of residents and the residents should have been consulted formally on this.

REDACTED

On Mon, 7 Nov 2022 at 14:52, <clerk@fernwood-pc.co.uk> wrote:

Good afternoon REDACTED,

Thank you for your complaint. I have assessed your complaint and this is answered below

The agenda for the meeting on January 17th meeting was published on Tuesday 11th January 2022. This was posted on the notice boards at the village hall and Goldstraw Lane. Below I show a screen shot of evidence of this; the invite was sent to the Newark Advertiser and the local Councillors. Details of the meeting were also shared on Facebook on January 12th. Screen shots of the evidence below.

The screenshot shows an email client window titled "Fernwood Parish Council meeting - January 17th 7pm - Message (HTML)". The interface includes a search bar, a ribbon with "Message" and "Help" tabs, and various action buttons like "Delete", "Archive", "Reply", "Forward", and "Meeting". The email header shows the sender as "clerk@fernwood-pc.co.uk" and lists recipients including County Councillors and the Newark Advertiser. The email body contains the following text:

Good afternoon,

The next Fernwood Parish Council meeting is on Monday at 7pm in the small hall. The agenda and papers for our Parish Council next Monday can be read here: [FERNWOOD PARISH COUNCIL \(fernwood-pc.co.uk\)](#) (too big to attach)

Please do not attend the meeting if you have any covid symptoms or have tested positive. If possible, do a test before you come.

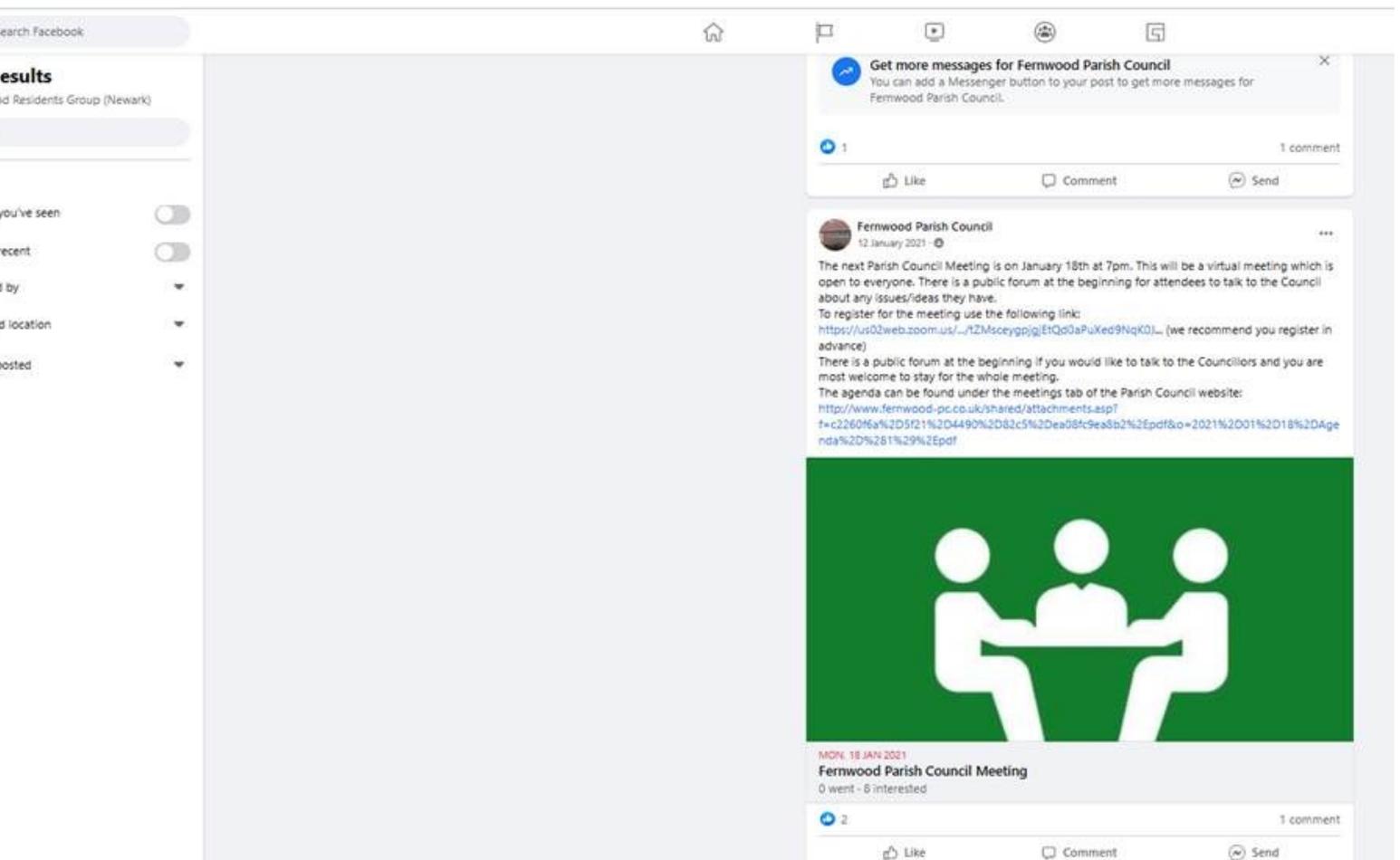
Alternatively, you can access the meeting via Zoom : <https://us02web.zoom.us/j/84754283416>

We would appreciate your attendance in person or online.

Hope to see you next week.

Best wishes,

Marion Fox Goddard
Parish Clerk
Fernwood Parish Council
Email: clerk@fernwood-pc.co.uk
Tel: 01636 613024



The agenda was on the website from the 11th of January 2022. Councillor Lee's report had not been put in the agenda pack published on 11/1/22 so I uploaded a second copy with his report and an apology – this can be seen on page 15 of this link: [FERNWOOD PARISH COUNCIL \(fernwood-pc.co.uk\)](http://www.fernwood-pc.co.uk) I recall that I removed the original agenda but then had second thoughts thinking it would be better to leave the original one on so they could be compared if there was any need to go back to the agendas. So, I uploaded the initial agenda again. Fernwood Parish Council has nothing to hide.

To clarify, the meeting was convened and publicised as it is required to by law:

Agenda Item

8d: Items of expenditure for consideration

v. Coat of Arms (Page 23 has the quote that the Council considered).

The Council's decision to buy the Coat of Arms was minuted the minutes were published (Online and on the notice boards) and available for everybody to read.

I'm not sure what relevance November or December have to your complaint - if you could confirm I will come back to you.

I hope this clarifies the situation and explains to you that the Council made this decision lawfully. If you have any further questions on the legality of the decision, please let me know.

Regarding the Council's decision, we have released attached document today to give insight into the Council's decision. Regarding your comment that the funding could have been spent on 'enriching the lives of residents and the residents', the Council would not have agreed the spend if it was to be at the expense of any other project that was needed. The following document which is on the Council's website, will give you insight into the significant amounts of money the Council has and will receive; I can assure you that investing in the Coat of Arms will not affect any other project: [CIL](#)

I invite you to come to the Parish Council meeting this month and discuss this directly with the Council. They will be meeting on November the 21st at 7:00 PM at the village hall.

I hope I've addressed your complaint to your satisfaction but if you would like to raise anything else, please do not hesitate to come back to me.

Best wishes,

Marion Fox Goddard

Parish Clerk and Responsible Financial Officer

Fernwood Parish Council

Email: clerk@fernwood-pc.co.uk

Tel: 01636 613024

Office opening times: Monday & Friday 10am-12pm, Tuesday to Thursday 10am -1pm

From: REDACTED

Sent: 07 November 2022 15:05

To: clerk@fernwood-pc.co.uk

Subject: Re: Formal complaint Coat of Arms

Thanks,

That's a great reply (as always).

So my next question - please - is reading the statement signs are being requested, have these been costed up? I have contacted a couple of signmakers and they quoted 'roughly' £3000 each for a 'traditional type' village sign. By my estimation we want at least 2, possibly 3 (Goldstraw/ Dale and the new entrance) and in addition there are maintenance/ insurance/ replacement costs to be considered. And finally there's stationery to be considered etc.

Thanks again,

REDACTED

From: clerk@fernwood-pc.co.uk <clerk@fernwood-pc.co.uk>

Sent: 07 November 2022 15:32

To: REDACTED

Subject: RE: Formal complaint Coat of Arms

Hello REDACTED,

Thanks for coming back to me.

No, at this stage the signs haven't been costed fully. We wanted to get the Coat of Arms organised so we could provide a brief of the design to any companies that quote and, to be honest, delivery of the signs may take some time as we know there are going to be a lot of traffic works on the edge of the Parish over the coming years with the bridge widening etc. so we need to be sure they won't just get dug up as part of road works before we get them.

I don't think you are far out; the costs of the signs will be approx. £10,000 which is again a drop in the ocean when it comes to how much CIL we have now/will have when the signs are purchased. When we're closer to buying them and considering the cost, I will check with the Council's insurer if the signs will increase the cost of our premium but from my experience, this is going to be unlikely because this question was raised about our buying the woodland and it had absolutely no effect on the premium. Replacement costs will be something the Council will consider. In terms of where they go, this will be looked at in detail when we have the Coat of Arms ready and are able to look at where would be best for the signs to go.

Regarding stationery, we don't hold branded stationery so there will be no right off costs and no new costs. With respect to this, the header will be changed but this is just pasted into documents and then printed.

Please feel free to let me have any queries. I can't guarantee I can get back to you as quickly as today, but I hope that I have reassured you that the Council does take into account the implications of projects they are considering.

Best wishes,

Marion Fox Goddard
Parish Clerk and Responsible Financial Officer
Fernwood Parish Council
Email: clerk@fernwood-pc.co.uk

Complaint 2

From: REDACTED
Sent: 07 November 2022 17:30
To: office@Fernwood-pc.co.uk
Subject: Contact via HugoFox

Dear Parish,

You have received the following message from REDACTED

Sirs I am absolutely astounded by the news that someone has had the ridiculous notion that in these fiscally problematic times it is ok to spend thousands on a Coat of Arms for Fernwood. Frankly, whoever has rubber stamped this selfish vanity project, should be removed from office. Completely shameful decision making. Sincerely REDACTED

From: clerk@fernwood-pc.co.uk <clerk@fernwood-pc.co.uk>
Sent: 08 November 2022 10:22
To: REDACTED

Subject: Coat of Arms Feedback

Good morning,

Thank you for your message which I will redact and pass on to the Council. (If you would prefer it not to be redacted please let me know).

The following press release, which was published yesterday, gives some insight as to why the Council made the decision. If you have any further feedback after reading the release, do let me know.

Fernwood Parish Council Coat of Arms

Following a [freedom of information request](#)^[1], on November 3rd, Fernwood Parish Council provided information on what the Council had spent Community Infrastructure Levy (CIL) funds on. Shortly after, the response was sent, a resident added a post to the 'MyFernwoodResidents' Facebook group asking '[Fernwood Parish Council](#) looking through the accounts is it true that £14555 was spent on a Coat of Arms for the village?'

This led to many questions being raised by residents with concerns including that money was being spent on such things at the expense of other projects.

Transparency

All the Council's decisions and expenditure are published in publicly available agendas and minutes on the [Council's website](#); a link to which is sent to the Newark advertiser, the local county Councillor and the three district Councillors for the area. Fernwood Parish Council is one of the most open and transparent local Councils in the area. Not only are the agendas (including the agenda pack which has information that the Councillors consider) and minutes published on the Council's website and noticeboards, they are also promoted on the Council's Facebook page and the two local social media groups which some members of the community run in Fernwood.

Council Funds

Fernwood Parish Council has received £650,186 of CIL over the last three years and with thousands more houses due to be built in the parish over the next 10 years, it is projected that the Council will receive over one million pounds of CIL in addition to the amount that has already been received. This is mainly from the Barratt David Wilson Homes and Allison Homes developments. It does not take into account the CIL that the Parish Council will receive from the Persimmon Homes development.

In addition to CIL, the Parish Council requests a precept for the administration of the Council and delivery of Council Services. This is paid through residents' Council tax bills. Precept has not been used to pay for the Coat of Arms; CIL which the Council has in abundance has been used.

Why the Coat of Arms has been purchased

In January 2022, the Council unanimously took the decision to request a Coat of Arms from the [College of Arms](#) with the knowledge that there are more than enough funds to allocate to other projects which the Council knows are important to local residents. Fernwood is a growing parish in terms of development with original hospital dwellings, Fernwood Central, Greater Fernwood (Barratt David Wilson Homes current development) and Fernwood Meadows (Allison Homes development). To date, a fern leaf has been used on the Parish Council logo. the Coat of Arms which is currently being designed will take into account the rich history of the Parish.

Councillor Dee Harrison confirmed 'The Council would like to mark the boundaries of Fernwood parish, as many other parishes and towns do, with the 'welcome to...' signs and that's when the idea of a Coat of Arms came about. The Council wishes to promote civic pride in the community. There is quite often debate on whether Fernwood is a village or an estate. Fernwood is a parish - and this was a way of marking the parish boundaries as well as celebrating Fernwood's history - the Hall and grounds, RAF Balderton as well as Balderton Hospital. We wouldn't have spent this amount out of the precept, we considered the idea because it could come out of the CIL'.

^[1] FOI Request and response can be read through the link: [FOI requests received by Fernwood Parish Council](#)

Councillor Mollie Weale said 'We have a lot of money which we can spend on the village or lose it. Unfortunately, the Coat of Arms is expensive, and some residents will be taken aback but in the long term we all thought it a very good idea and a legacy for the future'.

Fernwood Parish Council is committed to spending CIL on projects that will benefit the community. Recently the Council has bought woodland in the centre of the village. The Council has repaired streetlamps in there that have been out for over 2 years, installed bins, worked to ensure the trees are made safe and wildlife preserved. The Youth Club is another example of where the Parish Council is using CIL to deliver more for the community of Fernwood. The Council are currently investigating the possibility of extending the village hall and has requested to have centrally monitored CCTV in the centre of the parish which will be funded through CIL, if approved. The Parish Council also has plans to renew/enhance the play park in central Fernwood. Before this project is commenced, the Council is waiting for the completion of the transfer of the open spaces in central Fernwood into Fernwood Parish Council ownership. It is currently still owned by the developer, but legal work is underway with Newark and Sherwood District Council and Barratt David Wilson Homes to complete the transfer. This is taking longer than Fernwood Parish Council would have liked, but the speed of this transaction is dependent on various parties; the Council have regularly requested for this to be completed as quickly as possible though.

The Parish Council consults residents regularly on issues affecting the village and use feedback to inform decisions made by the Council.. As more projects become possible the Council will consult with local residents.

About the Council

Marion Fox Goddard, Clerk to the Parish Council said:

'Fernwood Parish Council is made up of 7 Councillors who volunteer their time to serve on the Council. It is my job to deliver the work of the Parish Council including communications. The Coat of Arms purchase was covered in the agenda and minutes for the January 17th, 2022, Fernwood Parish Council meeting, was briefly covered in the October issue of the Fernwood Gazette and also covered in the budget review in the October agenda pack. I try to keep residents as up to date as possible through social media posts and agendas/minutes; the Council has nothing to hide in terms of its spending or decisions.

There is one thing that is guaranteed; you will never please everyone. The Coat of Arms has clearly raised some questions for residents. Social media can be a divisive arena and it is easy to criticise, particularly when the full picture has not been given. I would ask that if anyone has any concerns regarding decisions of the Council, that these are raised through me; I will be sure to provide an answer with context and be happy to share this through social media'

Parish Council meeting – November 21st, 2022, 7pm

In light of the concerns raised following the Facebook post regarding the Coat of Arms, this will be discussed at the Parish Council meeting on November 21st. The decision will not be changed but the Council invite residents to come to the meeting to raise any questions that they have.

Parish Council meetings are held on the third Monday of each month (except December and August - when there isn't a meeting) at 7:00 PM at the village hall. Residents are welcome to attend all Parish Council meetings. They can raise any suggestions/concerns in the public forum at the beginning of the meeting and stay for the whole meeting to hear the business discussed . Alternatively, suggestions can be emailed or posted to the Parish Council at the village hall.

Best wishes,

Marion Fox Goddard
Parish Clerk and Responsible Financial Officer
Fernwood Parish Council

Email: clerk@fernwood-pc.co.uk

Tel: 01636 613024

Office opening times: Monday & Friday 10am-12pm, Tuesday to Thursday 10am -1pm

Appendix 3: Press Release¹⁶ *(In full – note the Newark Advertiser only published part of this)*

PRESS RELEASE

Contact: Marion Fox Goddard, Parish Clerk, Fernwood Parish Council

Email: clerk@fernwood-pc.co.uk

Telephone: 01636 613024

Issue date: 7 November 2022

Fernwood Parish Council Coat of Arms

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¹⁶ Press release that was published on the Council's website, Facebook page and on local social media.

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The Parish Council also has plans to renew/enhance the play park in central Fernwood. Before this project is commenced, the Council is waiting for the completion of the transfer of the open spaces in central Fernwood into Fernwood Parish Council ownership. It is currently still owned by the developer, but legal work is underway with Newark and Sherwood District Council and Barratt David Wilson Homes to complete the transfer. This is taking longer than Fernwood Parish Council would have liked, but the speed of this transaction is dependent on various parties; the Council have regularly requested for this to be completed as quickly as possible though.

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MINUTES OF THE FERNWOOD PARISH COUNCIL MEETING
held on 17th October 2022 at 7pm
at Fernwood Village Hall

Present: Parish Councillors: R. Cullen, D. Harrison, J. Newton, B. Smith
(Chairman), J. Weale, M. Weale

Clerk: Marion Fox Goddard

County Councillor J. Lee (left after item 147)

District Councillor K. Walker (left after item 147)

Agenda, reports and accompanying information for this meeting is available on the Council's website here: [Agenda pack for this meeting](#)

141. Declaration of intentions to record the meeting

The Clerk recorded the meeting.

142. Public Forum

No members of the public joined the meeting.

143. Apologies for absence

Parish Councillor H. Micah. District Councillors N. Mison and I. Walker.

144. Declarations of Interest

None.

145. Approval of the minutes of the Parish Council meeting on 26th September 2022

The minutes were approved as accurate record and Councillor Smith signed them. Proposer: R. Cullen, Seconder: J. Weale, RESOLVED unanimously.

146. Councillors' and Clerk's Report

Cllr M. Weale – Reported that Malcolm is doing a good job in the woodland and suggested having a grit bin in there.

Clerk to get quotes for the next meeting.

Cllr Harrison – Reported that the bulb planting on October 15th had gone very well with families and young people enjoying the event.

Cllr Smith - Reported that he is concerned that some residents are still blaming the Parish Council for the condition of the play park in central Fernwood. Clarified that this is currently owned by Barratt David Wilson Homes (BDWH) and managed by FirstPort. The Parish Council does want to take ownership of the area but until this transaction is completed the council cannot invest in this park. The Clerk clarified that N&SDC and BDWH are still doing legal work for the transfer of the land to the Parish Council. Should residents have issues with

the park off Rubys Avenue, the Residents Association or John Jeys of FirstPort should be contacted.

Concerned regarding a post on Facebook suggesting Hollowdyke Lane from the B6326 to the 90 degree bend suggesting this part of the road may be closed and said he would be against this.

October Clerk's report	Agenda Item
Barratt David Wilson Homes (BDWH) transfer of the open spaces in central Fernwood as per the section 106 agreement to NSDC and then Fernwood Parish Council – Target date for completion: October 2022. Awaiting full update from N&SDC but they have confirmed that the BDWH and N&SDC's lawyers are working on this.	21/46c
Replacement tree and shrubbery for Dale Crescent – No further on getting quotes.	22/116c 22/92
Complaint regarding the grass/dyke maintenance at Hollowdyke Lane/Phoenix Lane - awaiting land transfer plans from BDWH.	21/87e
Youth Initiative – The new temporary worker in charge is now running the club. Support has been offered from Councillor Cullen and the Clerk if needed. Adverts for the current vacancies are now out. A six month review meeting will be held later this month.	
Antisocial Behaviour/CCTV – still awaiting feedback regarding the Council's request to N&SDC to request 2 cameras managed through the partnership that N&SDC are members of. Following the last meeting, a request has been submitted to ask NSDC's WISE team to visit Fernwood to help address littering.	21/149
Coat of Arms – Signed sketch has been sent to the Windsor Herald.	21/154
Barratt David Wilson Homes Development: Construction traffic improved directional signage - The developer has said this will be installed w/c 24/10/22	22/87
Water Tower, Goldstraw Lane – Despite the owner of the tower saying he would send his own staff to fix the fences w/c 19/9/22, this still has not been done. N&SDC has said they will secure the site if the owner has not done this by the beginning of w/c 17/10/22.	22/6
Hollowdyke Lane – We are trying to find a suitable date to go to NCC to discuss this. The Council's online survey to confirm if there is support for the lane to be reopened is was launched on October 3 rd and there has been a significant response so far. See item 153.	22/24
Responsibility for ditches Hollowdyke Lane – a note was sent to NSDC regarding this, and they have asked their solicitor to investigate this. No further feedback at this stage.	22/16
Administration Assistant started on October 3 rd .	
Request for an Interactive Speed Sign on Dale Way – a renewed request was sent in following the last meeting - still awaiting feedback from NCC.	22/114
Woodland – bulb planting event went well. The owner of tree 869 has declined to work with the council on getting joint bat surveys so we will arrange the survey for our tree 853. The third streetlamp that belongs to the Parish Council will be upgraded to LED shortly (this had been included in the original quote).	
Request has been sent to N&SDC to ask developers to have all ages in mind when designing parks. N&SDC planning officers have forwarded this to Persimmon Homes	22/139e

147. County Councillor and District Councillors Reports

Councillor Lee - reported that he will not look at changing his scheme on Hollowdyke Lane. NCC officers have said Hollowdyke Lane will not be reopened unless there is a new application for this. Has meetings planned with both schools in Fernwood. Has been looking at what 3 suggestions to make for the priority scheme for the next financial year and suggested double

yellow lines on Rubys Avenue outside the shops and having Fernwood as a trial location for 20 is plenty scheme. (This led to discussion on whether double yellow lines were still required/other options and the safety of children at the Tawny Owl crossing point).

Councillor Walker – Agreed to get an update on the Fernwood central land transfer from N&SDC officers

148. Finance

- a. [Bank reconciliation](#) – noted.
- b. Year to date income – noted.
- c. Expenditure since last meeting under delegated powers/previously agreed expenditure was noted
- d. Items of Expenditure considered with unanimous decisions:

Expenditure	Budget Area	Total £	Decision
Financial Software	Software	1153.20	Prop. R. Cullen; Sec.; J. Newton.
Woodland Management Plan	Parish Council – Individual items	1441.20	Prop. J. Newton; Sec.; M. Weale
Bird/bat boxes (10 of each)	Parish Council – Individual items/Event	Approx. £160	Prop. M. Weale; Sec.; R. Cullen
Design fee for area behind Marron Court	Grounds Maintenance	£1250 + £550 for project management if needed	Prop.; D. Harrison, Sec.; M. Weale
Interim maintenance fee for area behind Marron Court	Grounds Maintenance	£1200	Prop.; D. Harrison, Sec.; M. Weale
Energy Review	Utilities	Various	Deferred – new quotes to be sought for the January Parish Council meeting

- e. Budget Review 2022/23 – the report was noted.
- f. Asset Register Review – The Council unanimously agreed to accept the new asset register and the parameters for adding items to the register going forward. Lifetime of electrical items to be no longer than 5 years, all other items (except land) to be set at 10 years. Prop. J. Newton; Sec; J .Weale.

The Council agreed to dispose of the following items:

- 2 old laptops
 - Flood lights
 - Covers for the event shelters that are mouldy. (The Council will keep the frames for these with a view to ordering new covers when we have had the hall extension done and have suitable storage)
- g. Investment – The Council unanimously agreed to reinvest with Virgin Money in a two year term deposit fund. Prop. R. Cullen; Sec.; J. Weale.
 - h. Addition of the Administration Assistant on Unity Bank online banking - The Council unanimously agreed to this. Prop. M. Weale; Sec.; J. Newton.

149. Planning and Licensing

- a. The Council noted the following decision made by Newark and Sherwood District Council:

22/01534/LDC	21 Rubys Avenue, Fernwood	Single storey rear extension	Refuse to issue a certificate
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150. Village Hall Management Group Notes – were noted by the Council.

151. Personnel Committee Minutes – were noted by the Council.

152. Policy

- a. *Consideration the Village Hall Management Group's recommendations:*

- i. No changes required to the Village Hall Free Usage Policy – The Council accepted this recommendation.
- ii. Not to increase Village Hall hire prices and review them September 2023 – The Council accepted the recommendation not to increase prices now but agreed we should review prices at the July 2023 meeting with any increases to be implemented in September 2023.

- b. *Consideration of the Personnel Committee's recommendation to make no changes to the following [documents](#):*

- i. Sickness Absence Policy
- ii. Grievance and Disciplinary Policy (including panel members)
- iii. [Anti- Bullying and Anti-Harassment policy](#)
- iv. [Relationships between Councillors and Council Employees](#)
- v. Flexible working policy
- vi. Management of stress in the workplace policy
- vii. Performance Policy
- viii. Capability procedure

The Council accepted the recommendation to make no changes to these documents.

- c. *Review the following documents:*

- i. Safeguarding Policy - The Council unanimously agreed to the updates suggested by the Parish Clerk. Prop. R. Cullen; Sec.; M. Weale.
- ii. [Health and Safety Policy](#)
- iii. [Prohibition of Sky Lanterns and Helium Balloons](#)
- iv. [CCTV Policy](#)

The Council unanimously agreed to make no changes to documents cii to civ.

153. Response to County Councillor's feedback on request for speeding tubes on Hollowdyke Lane

The Council agreed to write to NCC officers to further explain the reason for the request following Councillor Lee's refusal to change his request to wait until summer 2023 to have speeding tubes on Hollowdyke Lane and no response to date from officers.

154. Correspondence

- a. N&SDC feedback regarding the alcohol licence for Welcome Break – noted.

Meeting closed at 8.50pm

Next Meeting: Monday 21st November, 7pm, Fernwood Village Hall

November Clerk's report	Agenda Item
Barratt David Wilson Homes (BDWH) transfer of the open spaces in central Fernwood as per the section 106 agreement to NSDC and then Fernwood Parish Council – N&SDC has again assured methat the lawyers are working on this.	21/46c
Replacement tree and shrubbery for Dale Crescent – see item 163dix	22/116c 22/92
Complaint regarding the grass/dyke maintenance at Hollowdyke Lane/Phoenix Lane - awaiting land transfer plans from BDWH.	21/87e
Youth Initiative – see items 163d and 167. the Youth Services staff and I were due to interview for the youth support worker position on 11 November. Unfortunately, the candidate did not arrive for interview so we will look to review this in the new year.	
Antisocial Behaviour/CCTV – still awaiting feedback regarding the Council's request to N&SDC to request 2 cameras managed through the partnership that N&SDC are members of.	21/149
Coat of Arms – See item 159	21/154
Barratt David Wilson Homes Development: Construction traffic improved directional signage was installed on the last week in October.	22/87
Water Tower, Goldstraw Lane – The owner has fixed the fences. N&SDC's environmental health officer is ensuring the building is being made safe by boarding up the windows.	22/6
Hollowdyke Lane – Councillor Cullen and I will be visiting NCC in December to discuss this and other highways plans in the area. The online survey to confirm if there is support for the lane to be reopened is still live. <i>It is suggested that the council discuss a closing date at this meeting.</i>	22/24
Responsibility for ditches Hollowdyke Lane – a note was sent to NSDC regarding this, and they have asked their solicitor to investigate this. No further feedback at this stage.	22/16
Request for an Interactive Speed Sign on Dale Way – a renewed request was sent which has led to a quote being sent for the design of this – see item 163d	22/114
Woodland – see item 166	
Two year reinvestment has been arranged with Virgin Money. The interest rate for reinvestments is 2.2% AER. The 3.1% rate detailed in last month's agenda is only open to new customers.	
Request for speeding tubes on Hollowdyke Lane to assess speed of traffic using the lane (sent 28/9/22) – NCC officer has been in touch to confirm receipt of the request but at this stage we do not have a date fixed on when they will go down.	22/139c 22/153

**Bank Reconciliation
Fernwood Parish Council**

Period Ending 31-Oct-22

Prepared by: *Marian Fox Goddard, Clerk*
Date: 01 November 2022

Approved by:

Date:

Balance per bank statement as at 31-October-2022

	£	Total £
TSB Current Account - Parish Council	£40,444.66	
TSB Reserve Account - Parish Council	£43,974.23	
Unity Trust - Parish Council	£14,280.40	
TSB Current Account - Village Hall	£1,514.76	
TSB Reserve Account - Village Hall	£7,201.56	
Unity Trust - Village Hall	£20,842.02	
Nationwide	£83,928.27	
Redwood	£85,000.00	
Virgin Money	£85,722.50	
Petty Cash	None held	
		382,908.41
Less: any unpresented cheques/BACS payments at 31-October-2022		£0.00
Add: any unbanked cash / cleared cheques at 31-October-2022		£0.00
Net bank balances as at 31-October-2022		<u>£382,908.41</u>

The net balances reconcile to the Cash book (receipts and payments)

CASH BOOK

Opening Balance	£368,022.85
Add: Receipts in the year	£509,232.66
Less: Payments in the year	£494,347.09
Closing balance per cash book as at 31-October-2022	<u>£382,908.41</u>

Ringfenced Amounts

General Reserve	£244,970.54
CIL	£537,938.87
	<u>£782,909.41</u>

Note:

Investments with CCLA			
Deposits made during the period ending	31 October 2022	£	-
Total Investments with CCLA		£	400,001.00

Agenda Item 163 - Finance

Item

163 b, c

b. Income 2022/23	£
Regular hire	16,126.10
Other hall hire	5,420.45
CIL	398,249.92
Precept	80,949.00
Interest	2,292.81
VAT reimbursement	4,637.06
Grants	400.00
Feed in tariff	732.32
Advertising income	425.00
Total	509,232.66

c. Expenditure since last meeting under delegated powers/previously agreed expenditure					
Payee	Budget Area	Net £	VAT £	Total £	Payment Method
Parish Council					
	Salaries, HMRC, pension (November)	9577.84		9577.84 ¹⁸	BACS
Amazon	IT hardware/repairs	16.66	3.33	19.99	CARD
Amazon	Stationery	13.78	2.76	16.54	CARD
Amazon	Individual Items - Parish Council – dibbers (bulb planting)	46.58	9.32	55.90	CARD
BNP Paribas	Copiers and Copies	297.26	59.46	356.72	BACS
Lifestyle Masters	Individual items _ Parish Council – lolly sticks (bulb planting)	9.99		9.99	CARD
Wilko	Individual Items - Village Hall - xmas tree lights	4.17	0.83	5.00	CARD
Zoom	Software/licences	11.99	2.40	14.39	CARD
Village Hall					
Ionos by 1&1	Subscription - Parish Council emails	17.97	3.59	21.56	BACS
Amazon	Cleaning – Products- Toilet brushes	18.98	3.80	22.78	CARD
Amazon	Individual Items - Village Hall - decorating items	14.30	2.86	17.16	CARD
Assured Products Ltd	Individual Items - Village Hall - decorating items	9.16	1.83	10.99	CARD
Brighter Bills	Utilities - Mobile Phones	30.58	6.12	36.70	BACS
BT Business	Utilities - Phone	155.80	31.16	186.96	BACS
Crown	Utilities - Gas	176.91	8.85	185.76	BACS
DCR	Vitavalor annual service	150.00	30.00	180.00	BACS
ESPO	Individual Items - Village Hall	1214.00	242.80	1456.80	BACS
Go table ties ltd	Stationery	3.95	0.79	4.74	CARD
Hydrochem	Cleaning - Products	135.00	27.00	162.00	BACS
Intelligent	Individual Items - Village Hall – changing table	226.61	45.32	271.93	CARD
Lemonfresh	Cleaning - services	50.00		50.00	BACS

¹⁸ To be paid on 28/11/22. Includes back pay from National pay award.

RB Wholesale	Cleaning - Products	53.87	10.78	64.65	BACS
Securetec	Emergency lights and door contact repairs	115.00		115.00	BACS
Travis Perkins	Individual Items - Village Hall	86.50	17.30	103.80	BACS
Water Plus	Utilities - Water	35.65		35.65	BACS

Item

163d

d. Items of Expenditure to be considered

Expenditure	Budget Area	Net £	VAT £	Total £
i. Legionella Training Course	Training	Various quotes - Council to discuss		
ii. Grit bin for woodland	Individual Items – Parish Council	155.00	31.00	186.00
iii. Tree carving	Individual Items – Parish Council	Quote to follow		
iv. Design fee – interactive sign for Dale Way	Individual Items – Parish Council	1827.15	365.43	2192.58
v. Parking Survey	Individual Items – Parish Council	Various quotes - Council to discuss		
vi. Youth Club July 2023 - March 2025	Youth Club	21,361.14		21,361.14
vii. Decommissioning of the showers in the shower block	Village Hall – individual Items	986.66	197.33	1183.99
viii. Service of the blow heaters in the main hall	Village Hall -	287.88	57.58	345.46
ix. Shrubbery on Dale Green	Parish Council – individual items	2 quotes - Council to discuss		

Introduction

There is a plethora of Legionella training course online. Below are 3 examples of varying length and price. It is recommended that the Caretaker and Clerk do the course.

Option 1: [AEC Training Asbestos Courses Page Legionella Awareness Online](#)

Legionella Responsible Person Course Online

£115 ex VAT per delegate

Syllabus/Course Structure and Assessment

Legionella Responsible Person Online is suitable for any persons wanting to gain an understanding of Legionella and how to prevent or control the risk of exposure to Legionella bacteria.

The main subject areas of the course are:

Morning session

- History and background of Legionella
- Health & Safety Legislation and Guidance: Regulations, guidance, Approved Code of Practice L8
- Types of hot and cold-water systems
- Test

Afternoon session

- Responsibilities: Who is the duty holder? Competence, allocation of responsibilities
- Risk assessments: Hazard and risk explained, chain of events, British Standard BS8580
- Control measures: Written scheme, temperature control, alternative means of control, sampling for water quality, Legionella sampling
- Outbreaks: what constitutes an outbreak, what happens? HSE and EHO involvement, overview and causes of some larger outbreaks in the UK and other parts of the world
- Test

How is the course assessed?

The course is P901 based and currently split with a morning session as a general awareness programme (with a MCQ test afterwards) and the afternoon session which goes into greater depth and also includes risk assessments and control measures, responsibilities and competence, outbreaks. There will be an additional test for the afternoon session.

Who is this course suitable for?

This course would benefit the competent person, duty holders and staff who deal with the maintenance of water systems in the workplace. E.g. property manager, building manager, maintenance manager, cleaners.

Course Timing

Duration: 1 day

Start time: 9am

Finish time: Approximately 4pm

Legionella and Legionnaires' Disease Awareness Training Course

★★★★★ (1007 Reviews)

This Legionella and Legionnaires' Disease Awareness Training course will help duty holders understand their legal responsibilities in relation to controlling legionella risks in man-made water systems, including evaporative cooling systems, hot and cold water systems, and other risk systems like spa pools. It explains the laws and regulations that apply to legionella, including the guidance contained in ACOP L8, the common risks posed by man-made water systems, how to carry out a risk assessment of legionella, and what control measures they may need to implement.

On completion of the course, you will understand what you need to do to minimise the risks of legionella bacteria in your water systems, so those who may be exposed to legionella risks are protected from harm.

- ✔ Written in compliance with UK legislation and ACOP L8
- ✔ Includes a downloadable risk assessment template
- ✔ Developed by health and safety professionals
- ✔ Approved by CPD and IIRSM. Assured by RoSPA
- ✔ Online training course and assessment with no time limits
- ✔ Full audio voiceover
- ✔ Approximate duration: 2-3 hours
- ✔ On completion, certificate is posted next working day
- ✔ Downloadable PDF certificate available on completion



£30 +VAT

− 1 +

Add To Basket

Discounts for bulk purchases:

10% discount on 10+ courses
20% discount on 50+ courses

Team training →

Legionella Awareness

Online Training Course



This Legionella Awareness online training course raises awareness of the dangers associated with legionella and the practical steps that should be taken to reduce the risk that it presents.

The course covers why you need to know about legionella, applicable legislation, key responsibilities of employers and employees, the key hazards associated with legionella, risk assessment, and risk reduction measures.

- Assured by RoSPA and the CPD Certification Service
- Complete the course in approximately 90 minutes
- 100% online, including the final assessment
- Download the course certificate on completion
- Immediate start with 24/7 access

Ideal for individual learners

Ideal for training coordinators

How Many Users?

- 3 +

£36^{+vat}

Add to Basket

1 User £15 + VAT Per User

2 - 9 Users £12 + VAT Per User

10 - 49 Users £10 + VAT Per User

How Many Users?

- 3 +

£36^{+vat}

Add to Basket



Reference: BDU-764
Date: 27 October 2022

Marion Fox
Fernwood Parish Council
Village Hall
Rubys Avenue

Sent by email to: clerk@fernwood-pc.co.uk

Dear Marion,

RE: PERMANENT INTERACTIVE SPEED SIGN

Thank you for your enquiry for a permanent interactive speed indicator sign at Dale Way. I am pleased to provide you with our quotation for undertaking the design work.

Our confirmed pricing is: **£ 1,827.15 + VAT**

The pricing includes the following:

- Design work of the interactive speed sign, including electrical design work.

Please Note:

- This is a design only quote and does not include the supply and installation of the interactive sign.

If you wish to proceed with the quotation, please send a written confirmation and a purchase order to businessdevelopment@viaem.co.uk . Conditions for each element of the works follows on the next page.

Please let me know if you have any questions regarding the information above. Any feedback will be gratefully received. I look forward to hearing from you.

Your sincerely,



Pavilion House
14-16 Bridgford Road
West Bridgford
Nottingham
NG2 6AB

(01159) 560008
office@highwayaccess.co.uk

FAO: Mr. M. Crowther

Verve Architecture
23 Winchilsea Avenue
Newark
Nottinghamshire
NG24 4AD

Our Ref: HAS/22-059

11th November 2022

BY EMAIL ONLY

Dear Mark

EXTENSION TO FERNWOOD VILLAGE HALL PROPOSAL TO PREPARE TRANSPORT STATEMENT

Further to your enquiry earlier this autumn and our ongoing discussions with the various Officers involved, I write confirming our Brief and Fee proposal for highways and transportation services in relation to the above project. Thank you again for approaching us in this regard.

Given the requirement for a week-long parking survey (ideally between 21st and 27th November 2022), it will not be cost-effective for Highway Access Solutions [HAS] to conduct manual survey work on this project. As such, the following quotation assumes a simultaneous appointment of our recommended survey specialists (Tracsis PLC) to undertake a parking survey by means of mounted video equipment. I enclose a copy of the Tracsis quotation, and refer to this further below.

I trust that Verve Architecture and your end-Client (the Parsi Council) will appreciate the significant time already spent by HAS supporting discussions with Newark & Sherwood District Council [NSDC]. Similarly, I trust your Client will understand that it was necessary for HAS to obtain a survey quotation from Tracsis before finalising our own proposal. Whilst I appreciate that other firms may be able to handle both the surveys and Transport Statement [TS] required, I personally consider that there are advantages to appointing an independent survey firm (both in terms of transparency and breadth of expertise).

I understand that the proposed development would result in an extension of some 170sqm floor area being formed. This would increase the floor area of the existing building by around one-third, but would result in the loss of a dedicated six-space private car park (although in recent years this has provided only four spaces plus unconsented storage).

In the future, your Client hopes to rely on use of an adjacent public car park. Based on our initial review, I note that this comprises around 45 spaces (excluding adjacent areas of private parking associated with a local nursery and employment land uses). The residual capacity of this facility on a day-to-day basis is unknown and hence there is a need for surveys to establish this.

It is worth noting that the existing village hall is already severely undersupplied with car parking provision. In accordance with Nottinghamshire standards, an Assembly land use should have a minimum of 1 space per 22sqm of floor area. This suggests that the existing facility should already benefit from around 25 spaces (far more than the 6 provided). Having checked Prior Application 07/274/FULR3, it is apparent that Nottinghamshire County Council [NCC] previously sought to object to the village hall on the basis that it would rely on parking outside of Applicant's control. Interestingly, this does indicate that NSDC themselves must previously have accepted reliance on the public facility.

I am confident that HAS can make the strongest possible arguments in favour of the scheme. We can undertake further research into the historic consent, consider where occasional use of on-street parking may be permissible, highlight the sustainable location of the site and so forth.

Notwithstanding the above, your Client must understand that any parking surveys instructed may show inadequate levels of spare parking capacity to support their proposal. Similarly, they must understand that the removal of what little dedicated parking is available and further reliance on a public facility is in direct contradiction of local policy and guidance. NCC have previously objected to the village hall relying on public parking, and are likely to do so again. On this basis, it must be acknowledged that there is a high chance of planning consent for the extension being refused, irrespective of any supporting evidence submitted.

In order to mitigate the financial risks of the necessary consultancy work, I therefore propose to split the brief for HAS into two parts. The first will cover our support to date, management of any surveys, initial consideration of the results and advice to the project team. Only if the survey results are favourable would I recommend proceeding with a full Transport Statement (comprising the second part of our brief).

Please note that the following brief assumes that we will proceed on a desktop basis, relying on Tracsis PLC to conduct their own site visit, surveys and to provide suitable photographs. Should representatives of HAS be required to attend site for any reason, this would be chargeable as additional work.

Brief

Part 1 – Survey Management / Initial Advice

- Briefly discuss the proposed development with yourself, review the initial plans supplied, and (briefly) examine relevant planning history *[already completed]*.
- Contact NSDC to confirm the need for a parking survey, the extents / duration of this and to further understand the existing situation *[already completed]*.
- Obtain a suitable parking survey quotation from a reputable, national survey supplier *[already completed and enclosed]*.
- Manage completion of the parking survey alongside the appointed supplier.
- Provide an initial review of the Tracsis PLC survey results.
- Consider the survey results in the context of the existing village hall, proposed extension and current NCC parking standards
- Discuss all pertinent findings with the project team, by email, telephone or by means of a short digital meeting (as necessary), making a formal recommendation as to whether it is advisable to proceed with a formal Transport Statement.

Part 2 – Transport Statement

- Review a detailed calendar of events at the village hall (this to include the week from 21st to 27th November, plus at least one month of additional bookings, etc, allowing us to evidence that the week selected for the survey contains a robust range of events)

[Note: HAS have had no part in selecting the survey dates, and can take no responsibility for these. It will be for your Client to confirm that the survey dates proposed are genuinely representative of their activities, and form NSDC / NCC to determine if they accept the data obtained]

- Undertake any further research into the planning history of the site as may be deemed beneficial.
- Review the potential to access the site by sustainable modes (including walking, cycling and public transport).
- Supplement the findings of Part 1 with a first-principles trip generation assessment (the exact methodology of this to depend in part upon the survey results obtained)
- Detail the results of Part 1 in full, seeking to present any survey results, parking demand estimates, etc in as positive a manner as possible (assuming multiple occupancy of private vehicles, noting any the prepointine of evening / weekend events, etc).
- Undertake a preliminary search of the CrashMap database for the local highway network, identifying any historic Personal Injury Collisions during the past 7 years (including a 5-year period prior to the COVID-19 pandemic).
- Confirm the approximate extents of the local Public Highway (by means of national databases, formal Boundary search requests or similar), seeking to identify where limited overspill on-street parking provision may be practicable
- Prepare a formal Transport Statement report in support of the proposed development (this to be issued first to the project team in draft format, with a finalised copy issued shortly thereafter).

Timescales

In order to complete a set of parking surveys between 21st and 27th November 2022, Tracsis PLC will require an immediate appointment (ideally on Monday 14th November). Without this, they will be unable to obtain the permits required to start the survey on time.

HAS understand that we would receive the survey data back from Tracsis PLC not later than 13th December 2022 (around 10 to 12 working days after completion of the survey). Our offices will close for the year not later than 21st December, so this will leave us very little time to complete our report during this calendar year.

If possible, our aim will be complete our Transport Statement such that it can be issued before Christmas. However, it may be necessary to defer issue of the report until early January (most likely during w/c 9th January 2023), especially if there are any delays.

In this regard, we trust that your Client will understand that we are constrained by the proposed survey dates and the time of year. I also note that, in any event, NSDC are unlikely to consider any report until early 2023 (irrespective of whether it is submitted prior to Christmas 2022).

So as to maximise the chance of completing our report this year, we would ask that the project team respond promptly to correspondence during December (including a recommendation to proceed, any queries we may have, and comments on any draft report).

Given the ongoing situations in relation to COVID-19 and the conflict in Ukraine, please note that HAS will consider any additional delays arising from these to be 'Force Majeure' occurrences (as set out at Item 1.1 of our Terms & Conditions). Such delays would include (but not be limited to) staff infection / self-isolation / additional disruption to our offices, any fuel shortages / power outages/ travel restrictions, any military recall-to-service of key personnel and/or any difficulties coordinating with other stakeholders.

HAS Fees

In relation to above Brief, our professional Fee for Part 1 would be **£575**. Our professional fee for Part 2 will be determined on a time charge basis, with a Fee ceiling for preparing a Transport Statement on a desktop basis not to exceed of **£2,000**.

We will also require a budget of **up to £200** to cover the cost of OS mapping (for our report), PIC searches, Highway Boundary searches, etc. Although I do not anticipate a need to visit the site, should it be necessary to do so we would charge mileage at 45p/mile.

Please note that the above Fees are quoted strictly in relation to the stated Brief. Should any additional work be required to address any unforeseen issue (or post-submission), we would undertake this either in accordance with a supplemental Brief & Fee quotation or on a time charge basis

The above Fees assume the sperate appointment of Tracsis PLC as detailed below.

At present, HAS are not VAT-registered, but I currently anticipate that we may be obliged to register for VAT at the start of the 2023/24 financial year. I anticipate that the above Brief would be completed well before then. However, should the project extends into the next financial year, we may need to charge VAT on any work completed following registration at the applicable national rates (in accordance with our standard Terms & Conditions).

HAS Invoicing

An Invoice will be prepared immediately following our completion of the above Brief. All HAS Invoices shall be due payment within 21 days.

Third-party (Tracsis PLC) Fees / Invoicing

Tracsis PLC have provided a quotation of **£2,950 + VAT** for the necessary parking surveys (inclusive their own fees and NCC permit costs). HAS consider this a competitive and reasonable quote, and recommend that your Client appoint Tracsis PLC on this basis.

Please note that HAS and Tracsis PLC shall require separate, direct appointments, and will provide separate Invoices. HAS shall not subcontract Tracsis PLC, nor take any responsibility for making payment in relation to the services they supply. This is due to the survey fees being higher than our own, the relative size of our respective businesses, and the differing VAT treatments pertaining to each.

Closing Remarks / HAS Consultancy Contract / Appointment of Tracsis PLC

Should you Client wish to appoint HAS, I would appreciate it if you could arrange for them to return a completed copy of the enclosed Consultancy Contract (digital copy being preferred at this time). For clarity, I would ask that the Contract is completed by the party/ business to be invoiced by HAS.

I shall also forward the email correspondence we have received from Tracsis PLC, and would ask that your Client also confirm their appointment immediately alongside that of HAS. As noted above, the appointment of Tracsis is the most pressing matter at this time (although I recommend that both HAS and Tracsis are appointed simultaneously such that we can continue correspond as necessary).

I trust that the above proposal will meet your Client's requirements, and look forward to receiving an instruction to undertake the project work described. If however you have any queries, or wish to discuss amendments to the Brief, please feel free to contact me.

Yours sincerely



Andrew Dennison
BEng (Hons) MSc MCIHT MTPS

Founder
Highway Access Solutions

01159 560008 / 07738 274470
andrew@highwayaccess.co.uk

Attached - Consultancy Contract HAS/22-059
 - Highway Access Solutions Terms & Conditions of Service

Enclosed - Highway Access Solutions Privacy Policy
 - Tracsis PLC Quote reference 51451

CONSULTANCY CONTRACT HAS/22-059

With: Mr. Andrew Dennison, trading as Highway Access Solutions
Pavilion House, 14-16 Bridgford Rd, West Bridgford, Nottingham NG2 6AB

EXTENSION TO FERNWOOD VILLAGE HALL PROPOSAL TO PREPARE TRANSPORT STATEMENT

I confirm the Professional Appointment of Highway Access Solutions [HAS] on the above project, in line with the 'Terms & Conditions of Service' detailed overleaf. I also acknowledge receipt of a copy of the HAS Privacy Policy. I instruct HAS to proceed with the Professional Appointment in accordance with their Brief and Fee proposal dated 11th November 2022.

I understand that the HAS quotation assumes the separate appointment of Tracsis PLC **Quote 51451** to provide necessary parking survey data. I confirm that Tracsis PLC will also be appointed separately to (but in parallel with) HAS.

I confirm that I understand my duties of and/or those of my organisation, acting as a Client in accordance with the 2015 Construction Design Management [CDM] Regulations.

I understand that the Brief and Fee proposal relates solely to the quotation provided and that it does not include any additional items, irrespective of whether these also relate to the above project (any additional services being subject to separate agreement).

Full Name: _____

Signed: _____

Dated: _____

Position: _____

Company (if applicable): _____

Billing Address: _____

Post Code: _____

UK Contact number: _____

Contact e-mail: _____

ANDREW DENNISON TRADING AS HIGHWAY ACCESS SOLUTIONS
TERMS AND CONDITIONS OF SERVICE (UPDATED 15th JULY 2022)



These Terms will apply to any contract between the Supplier and the Customer relating to the provision of the Services. The Customer is advised to read these Terms carefully and make sure that it understands them before entering into a Contract with the Supplier. Please note that before the Customer places an order with the Supplier the Customer will be asked to agree to these Terms. If the Customer refuses to accept these Terms the Customer will not be able to place an order with the Supplier.

REFERENCES TO "CONSUMER" MEAN AN INDIVIDUAL WHO IS PLACING AN ORDER WITH THE SUPPLIER FOR THEIR PERSONAL PURPOSES AND NOT IN THE COURSE OF ANY BUSINESS. IF THE CUSTOMER IS PLACING AN ORDER IN THE COURSE OF BUSINESS, WHETHER AS AN INDIVIDUAL OR NOT, THE CUSTOMER WILL NOT BE A CONSUMER.

IF THE CUSTOMER IS A CONSUMER, THE CUSTOMER'S ATTENTION IS DRAWN TO THE CONSUMER TERMS IN THE BRIEF AND FEE PROPOSAL WHICH SETS OUT ITS RIGHTS AS A CONSUMER INCLUDING THE LIMITS ON THE SUPPLIER'S LIABILITY TO IT.

1. Interpretation

The following definitions and rules of interpretation apply in these Terms,

1.1 Definitions

Additional Work: additional work which becomes necessary after the completion of the Services or after receipt of additional instructions including but not limited to attending additional meetings, writing additional reports, providing additional documentation not anticipated in the original Brief and Fee Proposal, drafting and submitting supplemental submissions to a planning authority, attendance at follow-up meetings, work that is over and above that which was initially agreed as determined by the Supplier, and work that has become necessary as a result of the Customer's incomplete, incorrect or inaccurate instructions;

Additional Costs: any expenses (including but not limited to travel and subsistence expenses in connection with the Services), taxes, fees that are due to the Services taking longer than agreed due to an act or omission of the Customer, charges for any services other than those for which the Supplier has set out in its Brief and Fee Proposal, charges for Additional Work, courier, messenger, postage or archiving costs, procurement costs pertaining to surveys and data and/or documentation, and any other additional charges payable by the Customer in addition to the Price;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Brief and Fee Proposal: the document drafted by the Supplier and sent to the Customer containing the Supplier's Brief and a quotation for the Services;

Commencement Date: has the meaning given to it in Condition 2.4;

Consumer Terms: the consumer terms included in the Brief and Fee Proposal where applicable;

Contract: the contract between the Supplier and the Customer for the supply of Services comprising these Terms and the Brief and Fee Proposal concluded in accordance with Condition 2.5;

Customer: the person or firm who purchases the Services from the Supplier as specified in the Brief and Fee Proposal;

Customer Default: the situation in which the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation;

Designer: a "Designer" as defined in Regulation 2 of the Construction (Design and Management Regulations 2015);

Force Majeure Event: events, circumstances or causes beyond a parties reasonable control including but not limited to inclement weather which has the effect of delaying site work, staff illness, failure of the Customer to provide data, or failure of a public body, such as a local planning or highway authority to respond to the Supplier within a reasonable timeframe;

Hourly Fee Rates: the Supplier's hourly fee rates specified in Schedule 1 and updated from time to time;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such 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;

Order Confirmation: has the meaning given in Condition 2.4;

Planning Inspectorate: the Planning Inspectorate for England and Wales;

Principal Designer: a "Principal Designer" as defined in Regulation 2 of the Construction (Design and Management Regulations 2015);

Price: the price of the applicable Services as determined according to Schedule 1 and set out in the Brief and Fee Proposal;

Privacy Policy: the Supplier's privacy policy available on the Site or on written request;

Project Completion CD: CD containing digital copies of all figures, technical drawings, reports or other documents pertaining to the Services;

Services: the services supplied by the Supplier to the Customer as set out in the Brief and Fee Proposal;

Site: the supplier's website available at the following URL: www.highwayaccess.co.uk;

Supplier: Andrew Dennison trading as Highway Access Solutions, whose address is Highway Access Solutions, Pavilion House, 14-16 Bridgford Road, West Bridgford, Nottingham NG2 6AB;

Supplier Materials: all documents, reports and other property of the Supplier including any deliverables identified in the Brief and Fee Proposal provided by way of e-mail or as otherwise agreed;

Terms: these terms and conditions as amended from time to time in accordance with Condition 2.1;

Term: the contractual term of the Contract being the period of time between the Commencement Date and its termination or expiry;

Third-Party Costs: any costs that the Supplier may incur from any third party from whom the Supplier may procure any supplies of services and/or goods; and

VAT: the value added tax chargeable from time to time in accordance with the Value Added Tax Act 1994.

1.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a "party" includes its personal representatives, successors and permitted assigns.

1.4 A reference to a "statute" or "statutory provision" is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A reference to "writing" or "written" includes e-mail.

2. Basis of Contract

2.1 The Customer will advise the Supplier either orally or in writing that it wishes to place an order for the purchase of Services and will provide the Supplier with sufficient detail of its requirements for the Supplier to be able to provide the Customer with a Brief and Fee Proposal.

2.2 Any Brief and Fee Proposal given by the Supplier shall not constitute an offer, and the Price therein shall be valid for a period of no more than 180 days from the Brief and Fee Proposal's date of issue (as determined by the Supplier). The quoted timescales in any Brief and Fee Proposal will only be valid for a period of 30 days from the Brief and Fee Proposal's date of issue (as determined by the Supplier).

2.3 After receiving the Brief and Fee Proposal, the Customer will sign and return the Brief and Fee Proposal and this will constitute an offer by the Customer to purchase Services in accordance with these Terms and the Brief and Fee Proposal.

2.4 A Brief and Fee Proposal shall only be deemed to be accepted when the Supplier takes any of the following actions:

- (a) issues written acceptance of the Brief and Fee Proposal; or
- (b) verbally confirms acceptance of the Brief and Fee Proposal; or
- (c) commences processing of the Brief and Fee Proposal;

whichever is the earliest (each an "Order Confirmation") at which point and on which date the Contract shall come into existence ("Commencement Date").

2.5 The Customer is responsible for confirming that the details in the Brief and Fee Proposal are correct. If the Customer identifies an error in the Brief and Fee Proposal, the Customer must notify the Supplier within 24 hours of receipt of the Order Confirmation. If the Customer does not notify the Supplier of the error within this time, the Customer will be bound by the details set out or referred to in the Brief and Fee Proposal.

2.6 If the Supplier is unable to provide any Services, for instance, because it cannot meet the timescale to perform the Services, or where the Supplier is unable for any reason to provide the Services, the Supplier will inform the Customer of this and will not process the Brief and Fee Proposal. If the Supplier has accepted the Brief and Fee Proposal or has already received payment or partial payment of the Price, the Supplier may cancel the Brief and Fee Proposal and refund the Customer the full amount or partial amount (as the case may be) as soon as possible and will not have any further liability to the Customer.

2.7 Unless otherwise stated in these Terms, the following order of precedence apply

(a) being the highest authority, (c) being lowest.

- (a) Brief and Fee Proposal;
- (b) the Consumer Terms;
- (c) these Terms.

These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.8 Any illustrations or descriptions of the Services contained on the Site are published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.9 If, once the Supplier has accepted the Brief and Fee Proposal, the Customer wishes to make a change to the Services, the Customer may request this either in writing or verbally (provided the latter is followed by confirmation of its verbal request in writing). Any acceptance of requested changes to the Brief and Fee Proposal will be at the Supplier's sole discretion and the Supplier reserves the right to increase the Price. Where the Supplier increases the Price, the Supplier will inform the Customer of this, at which point the Customer will have 48 hours to either accept the change to the Services or to decide not to change the Services and continue with the original Brief and Fee Proposal. The Customer will notify the Supplier of its decision in writing. After 48 hours has expired from the Customer having been informed about the price increase, unless the Customer has informed the Supplier of its decision in writing, the Customer will be deemed to have accepted the change to the Price. The Customer will indemnify the Supplier for any Additional Costs incurred as a result of the Customer's requested changes at the Supplier's request such payment to be made in accordance with Condition 5.

3. Supply of Services

3.1 The Supplier shall supply the Services to the Customer in accordance with the Brief and Fee Proposal in all material respects.

3.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Brief and Fee Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

3.3 The Supplier reserves the right to amend the Brief and Fee Proposal if necessary to comply with any applicable law, regulatory requirement (including but not limited to any planning regulation) or planning guidance or if the amendment will not materially affect the nature or quality of the Services.

3.4 Where hardcopy documentation or reports are supplied and either of the same are damaged in transit, the Supplier may supply replacement hard copies at no charge provided the Customer provides photographic proof of the damage (including, where relevant, photographs of the original packaging) within 3 days of delivery.

3.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

3.6 The Supplier may fulfil the role of Designer, provided that this is confirmed by the Supplier in the relevant Brief and Fee Proposal.

3.7 The Customer acknowledges that the Supplier is not fulfilling the role of Principal Designer and to this end has not been appointed to take control of planning, managing, monitoring and coordinating the pre-construction phase of any project whatsoever unless the contrary is clearly stated in the Brief and Fee Proposal.

4. Customer's obligations

4.1 The Customer shall:

- (a) ensure that any information it provides in the Brief and Fee Proposal is complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services, including attending all meetings in which its presence is reasonably required;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors (where applicable), with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services within a reasonable timeframe as determined by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services (and within a reasonable time frame as determined by the Supplier), and ensure that such information is complete and accurate in all material respects;
- (e) keep the Supplier apprised of any changes to a proposed development which may have an impact on the Brief and Fee Proposal;
- (f) use any reports or documentation supplied only for the purposes that they were intended by the Supplier or for purposes reasonably related to the same;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) comply with all applicable laws, including health and safety laws including but not limited to the Construction (Design and Management) Regulations 2015;
- (i) keep all Supplier Materials at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose

of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

(j) comply with any additional obligations as set out in the Brief and Fee Proposal.

4.2 In the event of a Customer Default:

(a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this Condition 4.2; and

(c) the Customer shall indemnify the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. Charges and payment

5.1 The Price for Services shall be that which is set out in the relevant Brief and Fee Proposal, being either a fixed fee or a fee calculated on a time and materials basis in accordance with the Supplier's Hourly Fee Rates or a combination of the two.

5.2 The Brief and Fee Proposal may specify that a project is split into parts, which each have a specified fee, in which case the pricing arrangements in the Brief and Fee Proposal shall apply.

5.3 If the Brief and Fee Proposal does not contain a Price, it will be calculated on a time and materials basis in accordance with the Hourly Fee Rates.

5.4 If a fixed fee basis is used to determine the Price, the Customer acknowledges that this is an estimate based on the Supplier's view as to the scope of the work required at the time the Brief and Fee Proposal was drafted. If any Additional Work becomes necessary then this will be charged on a time and materials basis in accordance with the Hourly Fee Rates as an Additional Cost.

5.5 If the Hourly Fee Rates are used to calculate the Price, the Supplier shall charge at a unit rate of 15 minutes on the basis of time actually spent, rounded up to the nearest 15 minute unit.

5.6 The Supplier reserves the right to increase the applicable Hourly Fee Rates by:

(a) 50% for work carried out on a weekday between the hours of 18:00 and 22:00;

(b) 50% for work carried out on a weekend between the hours of 06:00 and 22:00; and

(c) 100% for work between 22:00 and 06:00 on either a weekday or a weekend.

5.7 The Price does not include Additional Costs which are also payable by the Customer to the Supplier.

5.8 The Supplier will charge the Customer Additional Costs in accordance with the Supplier's Hourly Fee Rates whether or not a matter is concluded.

5.9 The Supplier reserves the right to increase the Price on or around 1 May by either 2% or by the prevailing Consumer Price Index, whichever is the greater. Any work completed on a time and materials basis prior to this date will be charged at the agreed Price, work completed after that date may be charged at the new Price.

5.10 The Supplier reserves the right to increase the applicable Hourly Fee Rates on or around 1 May by either 2% or by the prevailing Consumer Price Index, whichever is the greater. Any work completed on a time and materials basis prior to this date will be charged at the agreed Hourly Fee Rates, work completed after that date may be charged at the new rates.

5.11 The Supplier shall invoice the Customer the Price on a monthly basis in arrears unless stated to the contrary in any Brief and Fee Proposal.

5.12 The Customer shall pay each invoice submitted by the Supplier:

(a) within 21 days of the date of the invoice;

(b) in full and cleared funds to a bank account nominated in writing by the Supplier;

(c) by bank transfer (or such other means as the Supplier permits in writing from time to time); and

(d) time for payment shall be of the essence.

5.13 The Customer acknowledges that the Supplier may register for VAT during the Term and the Supplier will use reasonable endeavours to inform the Customer in good time before it registers of its intention to do so. If this occurs, the parties agree to gross up the Price in the Brief and Fee Proposal by the amount of the current rates of VAT applicable at the time that the Supplier registers for VAT. This change will be shown as VAT on the invoice.

5.14 Any VAT that the Supplier is charged by third-parties in respect of the Price and the Additional Costs will be recharged in full to the Customer.

5.15 If the Customer fails to make a payment due to the Supplier under the Contract by the relevant due date, then, without limiting the Supplier's remedies under Condition 10, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 5.15 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%. If the Supplier uses debt recovery services or pursues a claim via the Small Claims Court to recover an amount due to it, interest under this Condition 5.16 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

5.16 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.17 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment or the Customer becomes subject to any of the events listed in Condition 10.2(a) to Condition 10.2(c). The Services will stop being suspended when all amounts due are repaid.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier. Such Intellectual Property Rights shall include but not be limited to letters, reports, figures, technical drawings and other documentation.

6.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

6.3 The Supplier grants the Customer a licence to make use of the Intellectual Property Rights arising out of or in connection with the Services for the reasons that they have been provided. The Customer agrees:

(a) not to use them for any other purpose

(b) not to make them available to any third party without the Supplier's written consent; and/or

(c) not to copy or reproduce them;

save to the extent necessary for the purpose of the matter to which they relate.

6.4 The Customer shall indemnify the Supplier for any damage that the Supplier suffers as a result of the Customer violating the licence conferred upon it in Condition 6.3.

7. Confidentiality

7.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 7.2.

7.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors

or advisers to whom it discloses the other party's confidential information comply with this Condition 7; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

8. Limitation of liability

THIS CONDITION 8 DOES NOT APPLY TO CONSUMERS. CONSUMERS SHOULD CONSULT CONDITION 5 OF THE CONSUMER TERMS FOR DETAILS OF HOW THE LIABILITY OF THE SUPPLIER IS LIMITED.

8.1 The restrictions on liability in this Condition 8 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation;

8.3 Subject to Condition 8.2, the Supplier's total liability to the Customer shall not exceed the Price.

8.4 Subject to Condition 8.2, the following types of loss are wholly excluded by the parties.

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

8.5 Unless otherwise expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Supplier makes no warranty as to the fitness of the Services for any purpose. This exclusion includes recommendations or advice from the Supplier to the Customer relating to a specific enquiry.

8.6 The Supplier accepts no liability to anyone other than the Customer in connection with the Services, unless the Supplier agrees otherwise in writing. The Customer agrees to reimburse the Supplier for any costs or liabilities as Additional Costs that the Supplier incurs in connection with investigating, resisting, or defending any action, claim or demand by a third party to whom the Supplier does not owe a legal duty in contract or tort which in any way relates to the Services provided by the Supplier to the Customer.

8.7 Subject to Condition 8.2, where the Customer makes any decision that is contrary to the Supplier's advice in respect of any Supplier Materials, the Customer shall take on the responsibilities of Designer in respect of that matter, and the Supplier's liability shall be excluded entirely in respect of it. The Customer shall indemnify the Supplier for any damage or loss that the Supplier suffers as a result of the Customer's decision to ignore, not implement or partially implement the Supplier's advice.

8.8 The Supplier accepts no liability in respect of damage or losses caused to the Customer by information provided to the Supplier by the Customer. The Customer waives any rights that the Customer may have against the Supplier in respect of the same.

8.9 The Supplier and the Customer agree that the Supplier shall have no liability for a failure to achieve any particular outcome (be this a consent, refusal, variation of condition or otherwise) within the planning process. The Contract is not subject to:

(a) the securing of planning permission;

(b) the securing of any other consent;

(c) the rejection of another applicant's planning permission; or

(d) the allowance or dismissal of any appeal to the Planning Inspectorate;

and the Customer acknowledges that the Supplier makes no guarantee that a successful outcome will be achieved. The Supplier excludes all liability for any damage that the Customer suffers as a result of the planning process.

8.10 This Condition 8 shall survive termination of the Contract.

9. Defective Services

9.1 The Customer shall notify the Supplier in writing or by telephone of Services that it deems to be defective within 3 Calendar Days of receipt of the Supplier Materials. Where the Customer notifies the Supplier by telephone, it shall also provide notification in writing to the Supplier thereafter. The Supplier will respond to such a notification within a reasonable period of time.

9.2 The parties agree that defectiveness will be judged in accordance with the standards that were applicable at the time that the report or document was first drafted as determined by the Brief and Fee Proposal and that typographical and grammatical errors are not defects. The Supplier will be solely responsible for determining whether a report or document is defective.

9.3 Where the Supplier determines that the Customer has a valid claim in respect of the Services, the Supplier shall be entitled at the Supplier's option to:

(a) re-perform the Services where found not to conform to the Brief and Fee Proposal at the Supplier's cost; or

(b) at the Supplier's sole discretion, refund to the Customer the Price (or a proportionate part of the Price) of the Services found not to conform to the Brief and Fee Proposal; and subject to Condition 8.2 shall have no further liability to the Customer.

9.4 The Supplier shall not be liable under these Terms if:

(a) the Customer makes use of the Services or the result of the Services after discovering a defect with the Services;

(b) the defect arises because the Customer has failed to follow the Supplier's instructions (whether oral or in writing) in relation to the Services or (if there are none) good trade practice; or

(c) if the Customer amends or interferes with the Services (as determined by the Supplier) or alters the provision of the Services or attempts to rectify or alter the result of the Services (including but not limited to any reports or documentation provided by the Supplier) without the Supplier's written consent.

10. Termination

THIS CONDITION APPLIES TO CONSUMERS, BUT CONSUMERS SHOULD CONSULT CONDITION 4 OF THE CONSUMER TERMS FOR DETAILS ON THEIR RIGHTS OF CANCELLATION, RETURN AND REFUND.

10.1 Without affecting any other right or remedy available to it, the Supplier and the Customer may terminate the Contract for convenience by giving the other 30 days written notice.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if any of Conditions 10.2 (a) to (c) arise:

(a) the other party commits a material breach of this Contract (as determined by the Supplier) and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so.

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if any step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.3 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 14 days of the due date for payment.

11. Consequences of termination

11.1 On termination of the Contract,
 (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, Additional Costs and any interest due and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt. As regards Services completed on a fixed fee basis, the Customer will be liable for a proportionate valuation of the time spent on the relevant project as compared to the total time budget and for all expenses, third-party costs and Additional Costs incurred. As regards work completed on a time and materials basis, the Customer will be liable for all time charge costs (calculated in accordance with the Hourly Fee Rates) incurred by the Supplier to the date that the Contract is terminated, and for all expenses, third-party costs and Additional Costs incurred; and
 (b) the Customer shall return all of the Supplier Materials which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

12. Personal Data

12.1 The Supplier collects the personal data of the Customer as part of its Contract with the Customer. The Supplier only uses the Customer's personal data in accordance with the Privacy Policy. The Customer should ensure that it has read the Privacy Policy as it includes important information which will apply to the Customer.

13. Force Majeure

13.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform any of its obligations under the Contract if such delay or failure result from a Force Majeure Event.

13.2 A delay due to a Force Majeure Event shall not entitle the Customer to receive a discount and the provisions of Condition 5 shall remain effective in respect of any payment or charge due to the Supplier including but not limited to the Price and any Additional Costs.

13.3 If a Force Majeure Event takes place that affects the performance of the Supplier's obligations then:

- (a) the Supplier will notify the Customer as soon as reasonably possible to notify the Customer of the Force Majeure Event; and
- (b) the Supplier's obligations under a Contract will be suspended and the time for performance of its obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects delivery time, the Supplier will arrange a new delivery time, as appropriate with the Customer after the Force Majeure event is over.

14. Assignment

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

14.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

15. Notices

15.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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) as specified in the Brief and Fee Proposal or sent by email to the appropriate address specified in Brief and Fee Proposal.

16. Severance

16.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 16 shall not affect the validity and enforceability of the rest of the Contract.

17. Waiver

17.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18. No partnership or agency

18.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

19. Entire agreement

19.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

20. Third party rights

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

21. Variation

21.1 The Supplier may amend these Terms from time to time. The Supplier states at the beginning of the Terms when they were last updated. Every time an order is placed, the

Terms in force at the time of the Brief and Fee Proposal will apply to the Contract between the Supplier and the Customer.

21.2 The Supplier may revise these Terms as they apply to the Brief and Fee Proposal from time to time to reflect any changes in relevant laws and regulatory requirements. For the avoidance of doubt, the Supplier shall be entitled to vary any rates set out in this Agreement at any time and by such amount as the Supplier deems necessary.

22. Governing law and jurisdiction

THIS CONDITION 22 DOES NOT APPLY TO CONSUMERS. CONSUMERS SHOULD CONSULT CONDITION 6 OF THE CONSUMER TERMS FOR DETAILS OF GOVERNING LAW AND JURISDICTION.

22.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

Prices

With the exception of Travel Expenses, no VAT shall be charged on the following prices (unless the Supplier registers for VAT during the contract period in accordance with Clauses 5.13 and 5.14, above).

1. Hourly Fee Rates

The charges for Services shall be calculated on a time and materials basis in accordance with the Supplier's hourly fee rates stated below:

Role	Rate per hour (£)
Senior Staff	
Director or Founder	140
Engineers / Planners	
Associate Engineer or Planner	110
Senior Engineer or Planner	95
Project Engineer or Planner	80
Graduate/Assistant Engineer or Planner	65
Technicians	
Senior Technician	75
Project Technician	60
Junior Technician	45
Administration	
Administrative Lead	55
Administrative Assistant	35

2. Project CDs

2.1 On completion of the Services:

(a) if the Price is £2,500 or more, the Customer may request a Project Completion CD which the Supplier will provide at no cost.

(b) if the Price is less than £2,000, the Customer may receive a Project Completion CD for a fee of £25.

2.2 Where additional copies of Project Completion CDs are required, these will be provided at a rate of £15 per CD.

2.3 All Project Completion CDs shall be delivered to the Customer by mail.

3. Print Costs

Page Size	Greyscale Single Sided	Colour Single Sided
A4	30p	06p
A3	50p	£ 1
A2	£10	£25
A1	£18	£45
A0	£25	£80
Binding	£25 per bound copy of any document	£25 per bound copy of any document

4. Travel Expenses

Travel and subsistence expenses in relation to a Brief and Fee Proposal will be charged to the Customer at cost (inclusive of any VAT).

Automobile mileage costs are charged at 45p per mile but may be varied at the Supplier's discretion.

Public Transport fares and tolls shall be charged at costs, inclusive of any booking and/or administrative fees.

Method Statement

Tracsis is the leading provider of traffic and transport data collection services in the UK and Republic of Ireland. We provide data, insights, and consultancy services to transport planners and consultancies, strategic road network operators, local highway authorities, train operating companies, and data users.

Our team has completed an initial assessment of your specification in preparation of this quote and recommends the surveys are completed in accordance with the methods described below.

Project Management

To ensure an effective and consistent approach to our surveys, we adopt project management methods based on the recognised PRINCE2 methodology and follow established procedures and best practice integrated within our Quality Management System (QMS) certified to ISO9001:2015.

In delivering your survey we will assign a suitably experienced Project Manager. This person will receive a detailed briefing from our estimator to ensure they have a thorough understanding of your requirements and the service levels we have agreed with you. This person will be supported in delivery of the project by an appropriately structured wider project team consisting of our Operations Manager, survey planners, technicians, data analysts and other supporting staff.



The Project Manager will lead on all aspects of survey planning, fieldwork and delivery of data and will be responsible for seeking any necessary permissions / permits. We will ensure you are kept informed of our progress throughout the project and will liaise with you where necessary to ensure the survey is delivered effectively.

We foster a positive internal culture and environment in which our people are challenged to ensure their behaviours reflect our values of Quality, Relationships and Safety (QRS). We are confident our commitment to delivering in accordance with these values will help to ensure that you receive an excellent service from us.

Safety

Our safety management system is certified by the Contractors Health and Safety Assessment Scheme (CHAS), and overseen by an internal team of safety professionals qualified to NEBOSH / IOSH standards appropriate to their individual roles. This team will support our Project Manager in developing survey risk assessments and plans. When the risk assessment has been completed and survey plans finalised, the Project Manager will deliver a detailed pre-survey briefing to involved technicians and supervisors to ensure awareness and understanding of any project- and site-specific requirements.

Our survey technicians are full time employees, many of whom possess several years' experience in completing similar surveys. To help ensure surveys are completed safely they are routinely complete training in positioning of traffic management including: National Highways Sector Scheme 12D (Lantra) and the Temporary Traffic Management Basic Course (TTMBC). Many of our people are also Construction Skills Certification Scheme (CSCS) cardholders and undertake other relevant training such as First Aid and defensive driving courses.

Quotation

Quote Reference Number: 51451
Quote Date: 11th November 2022

Client Name: Highway Access Solutions
Client Contact: Andrew Dennison

Thank you for contacting us.

Our quote can be found in the table below. Unless otherwise specified in our method statement (overleaf) our price includes all anticipated costs associated with survey planning, management, fieldwork (including site supervision and travel / subsistence expenses), and post-survey data analysis and reporting. Details of any assumptions pertinent to our quote are also included where relevant. If anything looks to be incorrect or missing please contact us for a revised quote.

If you would like to proceed with the survey on the basis of this quote, please notify us by email as soon as possible. Doing so will enable us to secure the required resources and ensure the survey takes place in the required timeframe. Your Tracsis representative is:

Thomas Healey
Senior Estimator

Email: thomas.healey@tracsis.com

We require a purchase order prior to commencement of survey fieldwork.
Please address purchase orders to *Tracsis Traffic Data Ltd.*

Requirement	Survey Period	Price (exc. VAT)
Classified Car Park Occupancy / Accumulation Surveys: Fernwood Community Centre	Seven Consecutive Days 0000-2400	£2,575
Nottingham County Council Licences		£375
Grand Total		£2,950

Notes

- Please note that survey equipment is subject to licensing in this area, at present there is a 5 working day lead time applicable from the date of application. The license fee per piece of equipment is £75. The above outlined costs are inclusive of the cost of obtaining the required licenses – Tracsis will conduct all necessary liaison with the Council following acceptance of our quote.

Availability and Delivery Timescale

- Assuming the correct permission(s) to proceed with the survey are received from the authorities in good time we are available to complete the surveys from w/c 21st November 2022.
- The data processing time for work of this scope is typically 10-12 working days. Our Operations team will be able to provide a specific date for data delivery once site work has concluded. If you have any questions or would like to discuss delivery timescales, please contact us.

Validity

- Our quotation is valid for 30 days from the date of this document.

Terms and Conditions

- Our terms and conditions can be found on our website [here](#).

When the footage has been recorded, our analysts will proceed to enumerate the data from the footage. Movements will be classified into seven categories (Pedal Cycle, Motorcycle, Car, LGV, OGV1, OGV2, Bus/Coach) and summarised in 15-minute intervals by movement with period totals.

Following completion of analysis, we will quality check the data by:

- Using dedicated spreadsheets with built in range and logic checks.
- Completing a 10% spot check and investigating / correcting any anomalies found.
- Checking data for consistency against other sources (e.g., other counts, publicly available data).
- Completing further checks to ensure that key survey details such as dates, weather conditions, camera location plans and observations are correct and keying errors rectified.

The data will be presented in MS Excel format alongside details of any relevant observations.

Car Park Occupancy / Accumulation Survey (Video)

We recommend these surveys are completed by installing video cameras to nearby street furniture at car park entry/exit points and enumerating the data from the footage post-survey.

Our team will arrive on site in advance of the survey starting to install cameras, conduct manual counts of all parked vehicles and confirm the number of available spaces within each car park. The time at which the manual count was completed will be noted to allow our data analysts to accurately determine the occupancy of the car park throughout the survey day by counting the numbers of entries and exits.

Our approach to reporting this type of data is to use an MS Excel format workbook with data relating to different car parks summarised on separate tabs. The occupancy of each car park at the end of each 15-minute period (both in number of vehicles and percent capacity) will be recorded, alongside the total numbers of entry / exits observed and the capacity of each car park. We also include as standard graphical summaries and details of any relevant observations to aid interpretation of the data.

Data Protection (Video Surveys)

Our standard approach to enumerating data for video surveys involves transferring footage to a specialist Sub-Processor based outside of the European Economic Area (EEA). Our contract with our Sub-Processor puts in place arrangements to ensure that the rights of data subjects are upheld and allows for an annual on-site audit of the Sub-Processor's activity by Tracsis. Further details of our data processing arrangements are available from our Data Protection Officer on request.

Due to current data protection legislation and definition of video files as Personal Data under the General Data Protection Regulation (GDPR), our standard practice is to retain all video collected during for a period of three months from data delivery after which it is deleted. If you would like to receive copies of the video footage or wish for Tracsis to retain it for a longer period than three months, please let us know as additional costs may apply. Our usual practice is to retain survey data files that do not contain personal data for a period of 12 months.

Unless otherwise agreed in writing, we are the Data Processor and the client is the Data Controller.

Method: Video Survey

We recommend these surveys are completed through deployment of video cameras and enumeration of the data from the footage collected. Our team will utilise small, high-definition camera systems attached to street furniture similar to those shown in the image below. Our cameras are discrete, fully self-powered and installed at height in minutes with minimum disruption to the public.



Our cameras collect wide angle, high-definition views to enable accurate identification and classification of movements. A typical view captured by our cameras is shown below. We will use high-capacity batteries and recording media within our cameras to help ensure continuous, uninterrupted recording of images throughout the survey period, and synchronise all cameras together to ensure ease of analysis at a later stage.



ITP, 1st Floor
1 Broadway
Nottingham, NG1 1PR
+44 (0)115 824 8250
siddall@itpworld.net
www.itpworld.net

Mark Crowther
Verve Architecture
By email only

Date: 2nd November 2022
Ref: NS/3996A

Dear Mark,

Fee proposal – Fernwood Village Hall, Newark: provision of transport consultancy services (Parking Technical Note)

Thank you for inviting ITP to prepare this fee proposal for the provision of transport consultancy services to support a planning application for an extension to the village hall in Fernwood, Newark. The extension would utilise space currently used as a staff car park and storage area to the rear of the hall.

We note that you have received a pre-application response from Newark and Sherwood District Council (NSDC) in relation to the proposals. Their response includes concerns relating to the availability of parking at the village hall, and how this would be affected when the existing staff parking spaces are displaced. We understand that there is currently sufficient capacity in the adjacent public car park to accommodate the displaced parking.

We have assumed that the extension to the village hall will be relatively small (i.e. less than circa 500sqm), given the space available in the car park. On this basis, as the existing hall is an established building with good walking, cycling and vehicle access, and in relative terms the impacts on local transport networks will be minimal, we consider that a Parking Technical Note would be the most appropriate form of report to support the pre-application process, and may also be suitable to support the planning application, subject to the response from the local highway authority. This will cover the most salient issues relating to displaced parking, increases in staff / visitor numbers, and any changes to servicing arrangements.

This will be supported by a parking 'beat' survey of the village hall car park and adjacent car park. After further discussions with yourself, we have allowed for surveying across a seven-day period taking into account a variety of uses at the village hall during that time. We have sought



Integrated Transport Planning Ltd is registered in England as Company no. 3485430.
Registered office: 1st Floor, 1 Broadway, Nottingham, NG1 1PR. VAT number 705 0113 95.

quotations from subcontractors to undertake this survey and have confirmed their availability in November.

The remainder of this proposal is set out as follows:

- | | |
|---------------------------|-----------------|
| 1. About ITP | 3. Fee Proposal |
| 2. Parking Technical Note | 4. Timescales |

1. About ITP

ITP is a dynamic consultancy specialising in sustainable integrated transport planning. We have over 40 professional staff based in Birmingham, Nottingham and London. The company was established in 1998 and has since built an enviable reputation for quality, innovation, original thinking and successful project delivery.

We have an excellent track record of working in close partnership with clients to deliver complex and demanding transport studies. We bring together people with expertise from a broad range of disciplines, including transport planning, research, traffic engineering, civil engineering, master planning and urban design. Our skill base ensures that we are equipped to tackle all problems in a holistic manner.

Our Development Planning team has significant experience of working on similar projects addressing complex parking issues across the UK. The project will be managed by Nicola Siddall, who is local to Newark and has a good relationship with the local highway authority. Nicola will be supported by Matthew Johnson, a senior consultant at ITP.

2. Parking Technical Note

Based on our understanding of the proposed development, the following sets out the likely required tasks:

- Liaise with Nottinghamshire County Council (NCC), in their capacity as the local highway authority, to understand their concerns and ensure the parking survey will address the key issues.
- Undertake a site visit to understand the situation and scope the extent of the survey.
- Commission an hourly parking beat survey at the village hall and adjacent public car park, over a period of approximately 08:00-02:00, across seven days when the village hall is being used for a variety of activities.
- Present a summary of the proposed development, including its impact on existing parking and storage areas, the anticipated number of additional staff and visitors, and any implications on deliveries and servicing. Note we have not allowed for any vehicle swept path analysis as part of this proposal; this may be required if servicing arrangements significantly change.
- Present the results of the parking survey.
- Use either the anticipated staff / visitor numbers, or parking survey data, to estimate the likely additional parking demand generated by the proposed development.
- Demonstrate that the adjacent public car park is and will continue to be suitable to accommodate the additional demand.



a company of Royal HaskoningDHV

Integrated Transport Planning Limited – Terms of Business

1. These terms of business apply to all services provided by Integrated Transport Planning Limited ("ITP") to our client(s) ("the Client"), unless agreed otherwise in writing. By instructing ITP to provide services, the Client accepts these terms of business. The proposal of ITP (in writing, in electronic form or proposed via its website), any (online) acceptance hereof by the Client and these terms of business shall constitute the agreement between the Client and ITP ("the Agreement"). No other terms and conditions expressed in any of the Client's documents shall be a part of this Agreement and such terms and conditions are specifically excluded.
2. ITP will exercise reasonable skill and care in the performance of the services to the Client under the Agreement.
3. The Client shall provide ITP without charge and in such reasonable time so as not to prevent, delay or disrupt the performance of the services all data, information, records and goods which are reasonably requested from time to time by ITP. The Client shall give ITP such assistance as ITP may reasonably require in connection with the performance of the services.
4. If any work is carried out or additional costs are incurred by ITP because of (i) any variation to the services by the Client, (ii) any delay by the Client, (iii) any delay by third parties, (iv) other reasons beyond the reasonable control of ITP, ITP shall be entitled to additional payment.
5. To the maximum extent permitted by law, the total liability of ITP under or in connection with the Agreement, whether in contract, tort, negligence or for breach of statutory duty or otherwise, shall be limited to a total of ten times the fee actually received by ITP under the Agreement, provided always that the total liability of ITP shall not exceed in aggregate £1,000,000 (one million pounds sterling). If the Agreement is mainly a continuing performance agreement with a term of more than twelve months, the total liability of ITP will be limited to the fees actually received by ITP in the twelve (12) months directly preceding the event (or first of series of events) which gave rise to the claim(s), provided always that the total liability of ITP shall not exceed in aggregate £1,000,000 (one million pounds sterling).
6. To the maximum amount permitted by law, neither party hereto shall have any liability to the other for any lost revenues, lost profits, cost of capital, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party, and whether or not foreseeable at the time of entering into this Agreement.
7. ITP will maintain professional indemnity insurance in an amount not less than £1,000,000 (one million pounds sterling) for any one occurrence and in the aggregate.
8. ITP's liability is limited to a period of six (6) years after ITP has completed its services or upon the termination of the services under the Agreement (if earlier). The said six year period is an expiration term.
9. Unless agreed otherwise in writing between the parties, ITP shall have no obligation or duty to advise the Client on: (i) the actual or possible presence of pollution or contamination or as to the risks of such matters having occurred, being present or occurring in the future ("pollution and contamination matters"), (ii) matters which wholly, partly, directly or indirectly arise out of or result from asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) ("asbestos matters"), (iii) designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism ("terrorism matters"). The liability of ITP under or in connection with the Agreement, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any claim which may arise out of or in connection with pollution and contamination matters, asbestos matters or terrorism matters as the case may be is excluded.
10. Each party shall have the right to early terminate the Agreement upon thirty (30) days written notice if the other party is in breach of an obligation under this Agreement and, in the case of any such breach capable of remedy, has failed to remedy the breach within a period of thirty (30) days after receipt of written notice to do so. Termination of the Agreement shall not prejudice or affect the accrued rights or claims of either party to the Agreement.
11. The parties shall not be liable for failures or delay in performing any obligations whatsoever under this Agreement arising from any cause beyond their reasonable control, generally called "force majeure". In case the Client wishes to early terminate the Agreement due to a force majeure event, the Client shall compensate ITP for the services undertaken and costs incurred up until the termination date. If the period of delay or non-performance continues for one hundred eighty (180) days, either party may terminate this Agreement by giving fourteen (14) days' written notice to other party.
12. Confidential Information is all information that is proprietary or confidential and is either clearly labelled as such or which should be deemed as confidential by its nature. ITP will not, except if required to perform the services to the Client, disclose Confidential Information to a third party or exploit in any way any matter concerning this Agreement or the business of the other party. This clause shall not apply where Confidential Information (i) properly enters the public domain, or (ii) prior to disclosure, was lawfully in the possession of the receiving party or its employees, and which was not acquired directly or indirectly from the Client, or (iii) is in ITP's possession longer than two years after disclosure of the Confidential Information, or (iv) is required to be disclosed by law or court/arbitration. ITP is entitled to refer to the services for marketing and reference purposes.
13. All intellectual property rights related to, without limitation, software codes, algorithms, reports, drawings, specifications, bills of quantities, calculations and other similar documents prepared and provided by ITP under the Agreement remain vested in ITP. The Client is hereby granted a non-exclusive, revocable non-transferable license without the right to sublicense, to copy and use ITP's intellectual property rights for the purpose for which the services are provided under and in accordance with the Agreement. If the Client is in default of payment of any fees due under the Agreement ITP may revoke the license granted herein on seven (7) calendar days' written notice. ITP shall not be liable for the use by any person of such documents for any purpose other than that for which the same were prepared by or on behalf of ITP.
14. ITP is entitled to anonymise the data which have been or will be generated as a result of the performance of the services ("Aggregated Data"), and to use such Aggregated Data to provide, manage, support and improve ITP's services. Aggregated Data shall not be considered Client data.
15. ITP retains its rights to use, in any way it sees fit, and disclose to its other customers, any generic knowledge, skills, and expertise retained

The above will be compiled into a draft report. We will update the report following a round of comments and issue in an electronic format, suitable for submission to NSDC. Any further amendments to account for changes to the proposals will be subject to additional fees.

3. Fee Proposal

Our fees for the completion of all deliverables are outlined below:

Deliverable	Fee
Parking Technical Note	£2,750
Parking beat survey (seven days)	£2,750
Total (excluding VAT)	£5,500

Our fee excludes VAT and any disbursements outlined in this proposal or expenses incurred during the project (for example travel and mileage) other than where specified. The above fee proposal includes professional fees incurred up to and including the submission of the final deliverable. Attendance at meetings (aside from ad-hoc phone calls, short virtual meetings etc.) will be subject to additional fees.

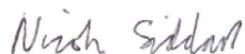
The *Integrated Transport Planning Ltd - Terms of Business* (enclosed) apply to this proposal, any resulting agreement, and any services we carry out for you.

4. Timescales

We are able to undertake the surveys within November and will issue the draft Technical Note within three weeks following receipt of the survey data. If you have any important milestones we can be flexible with this programme.

I trust that the above provides sufficient detail. However, should you require any clarification then please do not hesitate to contact me. We look forward to working with you on this project.

Yours sincerely



Nicola Siddall
Associate
For and on Behalf of
Integrated Transport Planning Ltd.

Enc. Integrated Transport Planning Ltd Terms of Business

Youth Service – Fernwood Youth Club

Service	Young People's Service
Young People's Service Lead	Julianne Tring
Fernwood Parish Council	
Period	1 st July 2023 to March 2025

Young People's Service Offer

The Young People's Service will be commissioned to directly deliver a youth work session at Fernwood Village Hall.

All staff and volunteers will have a current child enhanced DBS and will follow Nottinghamshire County Council Safer recruitment checks. If there is any cost accrued for DBS's it will be covered by the Fernwood Parish Council. Current practise is to ensure every 3 years staff and volunteers have a renewal enhanced DBS when working with children.

The Fernwood Youth Offer Partnership will monitor and support the Parish Council in developing the offer and ensuring it is fit for purpose. Members includes County Councillor Lee, Fernwood Parish Council, Newark and Sherwood District, Nottinghamshire County Council Youth Service.

The Fernwood Youth Offer Partnership will support in identifying funding which the Parish Council can apply for, help inform the Youth Offer based on data available and resources.

Aim

To provide Fernwood Parish Council with a fixed term Youth Work staffing establishment, with an aim of supporting and guiding young people through Youth Work. The Youth Club will be school Years 6 to 11 on a Friday night 7.30pm to 9.30pm. The day and time may need to change to adapt to need but will be subject to village hall availability.

Objectives

- To provide a Worker In Charge and two (approval given to increase to three – June 2002) Youth Support Worker at Fernwood Village Hall during the Young People's Service Operating Pattern (See attached)
- To plan and deliver youth sessions for young people at Fernwood Village Hall
- To offer support and guidance to young people

What we will provide

- Provide staff to deliver Youth Work session on a fix term contact
- Provide a range of positive activities with existing resources
- Deliver a two hour session every Friday at Fernwood Village Hall
- Agree and sign the Fernwood regular user agreement.
- Deliver sessions in line with the Youth Services Delivery standards and commitment to Young People (documents attached)
- Provide a mid-year consultation with young people to gauge their thoughts on the Youth Club offer. The findings to be presented to Fernwood Youth Offer Partnership by the end of October 2023 to 2024.
- Provide stats on the number of young people attending the provision and info on the areas young people are from to the Fernwood Youth Offer Partnership Group.
- To follow NCC Young People's Service safeguarding policies and procedures
- Access to countywide Youth Offer and campaigns, Make Your Mark, Shadow event, Members of Youth Parliament and access to the Local District Forums supported by the Youth Service County Wide team.
- Be responsible for the safeguarding of young people at the Youth Club
- To effectively communicate and share information with relevant staff members.
- Attend where needed and provide feedback to the Fernwood Youth Offer partnership and Fernwood Parish Council. The first review will be 3 months from the start of the project followed by a 6 months review on 7th October 2022 followed by a third review, date to be confirmed. All dates to be agreed in advance.

What is required from Fernwood Parish Council

- Provide book & pay any costs for the access of Fernwood Village Hall on Friday evening. It will include making sure suitable facilities including up to date Health and Safety requirements to deliver the Youth Work session are all in place.
- Provide a safe and appropriate place to store the Youth clubs equipment & resources as per activity programme (Led by Young People)
- New volunteers will follow Youth Service's Volunteers process, apply, interview and if successful DBS before starting to work with young people. The interviews for Volunteers will be joint with Youth Service and Fernwood Youth Offer Partnership.
- Provide Support to Youth Service staff as and when required
- Provide access to the building and venue to ensure effective delivery (or Building Induction)
- Provide key contact in relation to any building related issues.
- Post-employment payments will be paid by the Fernwood Parish Council and none of the costs incurred will be the responsibility of Nottinghamshire County Council. The costs will include any redundancy payments incurred if the project ends.

Staffing

Each session will include a Worker In Charge and two Youth Support Worker term time only following the Youth Service delivery model.

1 x Worker in Charge at 5hrs a week term time only
 3x Youth Support Worker at 2.5hrs a week term time only

Review Meetings

A review meeting between the Young People's Service lead and Fernwood Youth Offer Partnership annually. Suggested dates are:

- October 2023.
- March 2023
- October 2024
- March 2025

All dates to be agreed in advance

Any potential issues or concerns should be shared at the earliest opportunity.

Publicity

Fernwood Parish Council has commissioned a youth offer in partnership with Nottinghamshire County Council and Newark and Sherwood District Council. NCC Young People's services will be delivering the sessions.

All publicity and comms work will need to be approved by Fernwood Parish Council, NCC comms team, N&SDC and any comments and quotes agreed by the person/organisation given the quote.

Time Frame & Budgets

Total cost for a Worker In Charge and three Youth Support Workers term time only from July 2023 to March 2025 (21 months) **£21,361.14**

Please note the above costings include staffing and any oncosts, monthly device costs, travel and resources. Activity budget £800.

Cost of the project must be agreed before any recruitment is progressed. Payment of the project must be in advance of any delivery.

Authorised Fernwood Parish Council (commissioner) Signatory

Name:.....Signature:.....Date:.....

Authorised Youth Service Lead (provider) Signatory

Name:.....

From: REDACTED
Sent: 11 November 2022 20:47
To: clerk@fernwood-pc.co.uk
Subject: Requested Works
Importance: High

Item
163 dvii
& viii

Hi Marion, please see two options below. One as requested by yourself and the second recommended by Matthew today.

Option One: To remove pipework drops, alter the top secondary circulation hot water pipework and primary feeds to ensure the existing showers are removed. This removes all hot water dead legs to ensure legionella compliance and also reduce the dead leg/heat loss to the kitchen tap. On completion new pipework sections will be flushed, tested and insulated. Each shower and associated pipework where accessible will be removed.

£986.66net

Option Two:

To service the blow heaters in the main hall. Removing and cleaning all filters and cleaning heavily silted motors and fan fins. These have been highlighted on today's visit. This will ensure reliability and reduce energy consumption. Necessary ppe to be worn and the hall is recommended not to be in use while this work takes place.

£287.88net

Any questions please do not hesitate to ask.

Kindest regards,

Lewis

Shrubbery on Dale Green

Item

163 dix

Introduction

I contacted some local companies to quote for a shrubbery in the area that is currently being used for playing football¹⁹. Three companies came out quote but one of them said the job would be too big for them. I also added an inquiry to Checktrade but no one offered to quote.

Below are the two quotes that have come in to date.

Supplier 1²⁰

- Area to be planted is to be marked out (approximately 13 x 5 metres) and all existing turf is to be cleared.
- Area is to be rotivated and all roots to be removed. Peat Free Multi-Purpose compost is then to be dug in to the area to prepare for planting.
- A variety of native planting including large, medium and small shrubs are to be planted as well as other herbaceous planting and bulbs to create a low maintenance planting scheme. (A diagram to show a few examples of the types of British native planting that will be used will be added below)
- Finally, a layer of bark mulch will be spread over the area to stump weed growth and to provide nutrients to the new panting.

Materials needed:

- Waste disposal
- Peat Free Multi-Purpose Compost
- Bark Mulch
- Planting

Cost excluding VAT: £ 1650

Supplier 2

Landscaping work on Dale Green as discussed with Marion Fox on site

- Creation of a planting bed by marking out a shape, creating an edge to surrounding lawn by hand tool, and excavation and working of internal earth
- Planting of approx. 30 x 5l-10l mixed native hardy shrubs, species to be confirmed
- Mulching of bed with woodchip to suppress weeds and retain moisture

£2300 + VAT

- 4 visits in first year after planting to water plants and treat areas with weedkiller to aid establishment. Topping up of woodchip at the end of the first season after planting

£580 + VAT

Quote to include all labour, plant hire, waste removal, and materials where applicable.

Summary

The Council is asked to consider the 2 quotes and decide whether to opt for one of them or whether to wait for a third quote.

¹⁹ Antisocial behaviour reported June 2022 meeting (item92)

²⁰ Request has been submitted to supplier to send further details of quantities/sizes of plants to enable the Council to compare the quotes.

Fernwood Parish Council
c/o Parish Clerk
Fernwood Village Hall
Rubys Avenue
Fernwood
Newark
NG24 3RS

Dear Members,

To: Members Fernwood Parish Council.

As instructed by the Parish Clerk, I have carried out the first of 2 stages of internal audit reviews of the Council's systems of internal control. There were two objectives behind the review:

1. To enable me next year to sign off the year-end Annual Internal Audit Report 2022-2023;
2. To assure Members that there are adequate systems of internal control in place and are being complied with.

During the first stage review, I covered the governance areas of the Council's responsibilities:

1. Payroll – processing
2. Payroll – Deductions ie Tax and NI, pensions etc
3. VAT Returns
4. Bank Reconciliations
5. Budget Production and Control
6. Purchase Ledger
7. Investments
8. Asset Management
9. Risk Management
10. Income

I am pleased to report that no exceptions have been found in the testing carried out but I have included one or two recommendations that will further enhance the accounting processes in operation within the Council. I have attached a full report of my findings for your consideration. Based on the areas already covered, I am of the opinion that adequate systems of internal control are in place and are being followed effectively.

I need to say a word about CIL – the Community Infrastructure Levy. It is not covered in the attached detailed report as I was not too sure where it would lie – income, budget, investment – probably in all three. During the audit, the Clerk and I discussed CIL, and I am pleased that she is preparing a CIL policy statement which will include information on what it can be spent on, a regular accounting statement of funds i.e. total amount(s) received, spends (on what and when a spend is planned), balance on hand and where it is deposited, and an estimate on value and time of future tranches of income.

As it was my first visit to the Parish offices, I was very much dependent on the advice and consideration of the Clerk, and I wish to put on record my appreciation for the assistance rendered me during the audit.

Sincerely
Ken Goddard
Internal Auditor
10 November 2022

INTERNAL AUDIT REPORT – Fernwood Parish Council

System: Payroll

Auditor: Ken Goddard

Date: November 2022

Control Objective 1: To ensure all payroll processing since the last audit has been carried out correctly

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response And Date of Implementation
1.1	Payroll operations are carried out by 2 officers.	The payroll is prepared by the Parish Clerk.	The payroll for the 3 members of staff is processed by the Parish Clerk. RECOMMENDATIONS: The Clerk and I discussed inserting another control over the production and payment of salaries, bearing in mind it is the single biggest item of expenditure – almost equal to the precept.	Calculation of wages shall be signed off by a Councillor at the beginning of each financial year/whenever there is a change in salaries/staff.
1.2	Before the credit transfer is made, figures are matched against the payroll figures.	This is included in the Bills for Payment to Full council on a monthly basis and depending on the date of the meeting can be retrospectively	Councillors see a breakdown of the budget costs to date on a regular basis and can see whether or not the payroll costs are in keeping with the budgeted amounts.	None required
1.3	All overtime claims are approved before payment.	The Parish Clerk approves all overtime claims.	Any overtime is covered by TOIL. There was no overtime for the months selected for detailed testing.	None required
1.4	The Internal Auditor checks for accuracy the payroll run including any pay rise.	This was carried out during the audit	The payroll runs for June and September 2022 were selected for testing and checking. Both runs were found to have been correctly processed.	None required

1.5	All staff leaving the Council are removed from the payroll	Staff who leave are paid through the payroll up to their day of departure and are then removed from the payroll for succeeding months.	No staff left the Council during the periods under review.	
1.6	The software and data is backed up to facilitate recovery of files.	The payroll data and software together with all, other data and software is stored in the Cloud.	All software and data are stored in the Cloud overnight.	None required
1.7	All starters and promotions are approved by the Parish Council	Recommendations are made to Members for all new employees and promotions are submitted to the Parish Council for approval.	Minutes were seen authorising the increase of hours for the Clerk and the appointment of an assistant.	None required

INTERNAL AUDIT REPORT – Fernwood Parish Council

System: Payroll

Auditor: Ken Goddard

Date November 2022

Control Objective 2: To ensure that all statutory and voluntary deductions are correctly deducted and paid away.

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response and Date of Implementation
2.1	All Income Tax and NI contributions are deducted from gross salary	Statutory deductions are made from gross or taxable pay.	All statutory deductions were made in the June and September payroll runs.	None required
2.2	Income Tax is calculated using the latest advice from the Inland Revenue	Statutory deductions are made according to advice received from Central Government	Evidence was seen that the latest tax codes for staff are being used in the payroll processes.	None required
2.3	Income Tax, employee NI and employer NI contributions are forwarded to the Inland Revenue by the deadline date.	Forwarded to Inland Revenue each month.	NI (ee), NI (er) and income tax for the two months tested, were correctly sent to HMRC according to the bank statements.	None required
2.4	All occupational pension contributions by the employee are matched with an agreed amount from the employer.	Employer contributes 20.2% plus a fixed sum of £200.00 each month.	The employer contributions were correctly calculated and the return included the £200 each month.	None required
2.5	All occupational pension scheme deductions were made at the correct rate.	Employees' contributions based on a sliding scale.	The pension deductions were based on the official sliding scale.	None required
2.6	All pension deductions are forwarded to the pension provider	All deductions for pension are made to Notts County Council.	Superannuation payments were correctly forwarded to NCC according to the bank statements, for the two months selected for examination	None required

System: VAT Returns

Auditor: Ken Goddard

Date: November 2022

Control Objective 3. To ensure that VAT is accounted for correctly on sales and purchases, and VAT Returns are submitted promptly to HMRC.

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response and Target Date
3.1	The Accounting System holds all the current VAT rates.	When there is VAT rate change, the file in the Council's spreadsheet is up-dated.	The Council is not registered for VAT.	None required
3.2	VAT is correctly identified on all sales and purchase transactions	On all sales and purchase transactions the gross amount is entered for each good/service and the computer automatically calculates the VAT using the appropriate rate indicated by the operator. The invoice will show the split between the net and VAT amounts.	VAT was paid on 17 of the 69 purchases from April - July 2022 chosen for testing. These were traced forward to the VAT return and were found to have been correctly included in the Vat return.	None required
3.4	VAT is correctly accounted for when making the VAT returns to HMRC.	The Accounts system includes all VAT elements from the sales and purchase ledgers when producing the VAT returns.	The 17 purchase items selected for testing all had the correct VAT amount on the invoice.	None required
3.5	Any VAT refunds are received by the Council.	HMRC refund any monies owed to the Council in respect of Vat.	The VAT claimed at the end of August 2022 of £2002.28 was received on 15 August.	None required

System: Bank Reconciliations

Auditor: Ken Goddard

Date: November 2022

Control Objective 4: To ensure regular control over bank accounts is achieved through bank reconciliations

Ref	Expected Control	Actual Control	Findings & Recommendations	Council's Response & Target date
4.1.	Only bank accounts authorized by the Council are used for Council business	The Council operates a number of current accounts with UNITY, Trustee Savings Bank and deposit accounts with Nationwide and Redwood and the CCLA Deposit Account	Bank statements from all the used current accounts were seen during the audit. RECOMMENDATION I did discuss with the Clerk the advantages of using just one (or perhaps a second) current account as this would facilitate control over the bank accounts used by the Council and would help with the monthly bank reconciliations. Analysis of costs and incomes can be easily carried out by the use of cost codes once the new IT system SCRIBE is installed.	Clerk: Agreed! I will raise this with the Council in November 2022 and if agreed tackle this straight away. This is a good time to do this as we will be moving to SCRIBE accounts for the next financial year. This will mean reporting by cost centre will be simple; previous clerks had tried to split Village Hall and PC costs by having separate bank accounts.
4.2	Specimen signatures are held by the bank.	All authorised signatories have submitted specimen signatures to the bank.	All	None required
4.3	Reconciliations are carried out of bank accounts by someone independent of officers who are responsible for deposits into and withdrawals out of these bank accounts	Bank reconciliations are carried out by the Parish Clerk.	The bank reconciliations for June and September 2022 were examined and found to have been correctly reconciled. RECOMMENDATION: It was suggested that a printout of the cash sheets to which the bank statements are reconciled is attached to the reconciliation sheets so that the Officers approving the accuracy of the reconciliation can see the figure from the cash book used in the reconciliation.	Agreed. This will be implemented from December 2022.
4.4	All unreconciled items from previous months are investigated.	All outstanding items from one month's reconciliation are resolved during the next reconciliation.	There were no unreconciled items found during the audit.	None required

INTERNAL CONTROL QUESTIONNAIRE - Fernwood Parish Council

System: Budgets

Auditor: Ken Goddard

Date: November 2022

Control Objective 5. To ensure that the Council has adequate Management over its Budget.

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response
5.1	A detailed budget is produced each year	The Clerk prepares a proposed budget for the following year near the end of the calendar year and after informal discussions with members, the full Council considers and approves the budget and the precept.	At their meeting on 17 January 2022, the Council approved the budget for the 2022-2023 year setting the precept at £80,948. The budget figures are split under the various cost codes for both income and expenditure.	None required
5.2	Members are kept informed of progress throughout the financial year.	Summary financial figures are seen by the full Council.	Members are kept fully informed as to progress of actuals against budgets with an explanation of any excesses.	None required
5.3	The budget is split under various operating headings	The budget was split over the various operating heads.	The budget was seen during the audit and the split over the various budget heads was confirmed.	None required

INTERNAL AUDIT REPORT – Fernwood Parish Council

System: Purchase Ledger

Auditor: Ken Goddard

Date: November 2022

Control Objective 6. To ensure all payments made for goods/services are authorised and legitimate.

6.1	There are guidelines to be followed when purchasing goods/services for the Council.	There is a policy statement regarding purchases.	There is a policy statement in existence in Financial Regulations, 9. Orders for work, goods and services	None required
6.2	Invoices are stamped and their details entered onto financial records.	All invoices are stamped and initialled as being checked.	The selection of 17 purchase invoices selected for testing all had a stamp on with the initials of the officers and Members who checked and approved payment.	None required
6.3	Payment is authorized by Members.	All payments are submitted to the Full Council or Members.	Two Members authorize all payments, seen during the audit.	None required

INTERNAL CONTROL QUESTIONNAIRE

System: Investments

Auditor: Ken Goddard

Date: November 2022

Control Objective 7: To ensure that the Council has effective management controls over its investments

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response and Target Date
7.1	The Council has an investment policy document detailing the Council's strategy regarding the investment of funds.	The Council has a policy that determines the procedures to be followed in investing surplus monies for the Council.	The Council's Investment Policy statement was seen during the audit.	None required.
7.2	Regular reports on investments, and their returns are submitted to a managing body	Interest earned on investments with CCLA are reported periodically to the Council.	Interest from the deposits accounts with Nationwide and Redwood Bank is received and banked correctly as is the interest received from the investment with the CCLA. Interest payments were received from CCLA on 2 September (£549.00) and on 3 October (£574.95) according to the bank statements.	None required.
7.3	When funds are moved into and out of interest bearing accounts, they should be approved by those authorised so to do.	Movements into and out of the CCLA saving account are approved in advance by Members and then acted upon by the Parish Clerk.	Evidence of this was seen during the audit.	None required.

INTERNAL CONTROL QUESTIONNAIRE

System: Asset Management

Auditor: Ken Goddard

Date: November 2022

Control Objective 8: To ensure registers of assets are adequately maintained.

N o	Expected Control	Actual Control	Test Findings & Recommendations	Council's Response and date for Implementation
8.1	A statement exists explaining the Council's Policy regarding the management of assets	Section 14 of Financial Regulations explains the policies regarding management of assets	Section 14. Assets, properties and estates of the Financial Regulations was seen during the audit.	None required
8.2	All assets are purchased with proper budget approval	All purchases for capital assets are approved in advance by the Members.	All capital purchases are approved under the annual budget processes.	None required
8.4	A register is maintained of all assets	A financial asset register is maintained.	The last internal audit report suggested that the asset register did not provide sufficient detail. I noted that the current asset register had been updated to meet with this requirement.	None required.
8.5	All assets are included in the Council's insurance policies	Regular valuations are carried out for insurance purposes.	These are carried out and the insurance policy kept in line with present valuations. The current policy with Zurich cost £289.	None required.

INTERNAL CONTROL QUESTIONNAIRE

System: Risk Management

Auditor: Ken Goddard

Date: November 2022

Control Objective 9: To ensure that the Council has identified and assessed the impact of all risks that might prevent the achievements of its objectives

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Comments and Target Date
9.1	The Council has a formal written risk management strategy document	The Council has an existing Risk Assessment Policy which has just been updated, reviewed and approved on 13 February 2020.	The current Risk Register was reviewed and adopted by the Council on 18 January 2022.	None required
9.2	The Risk document addresses all likely risks to the Council's provision of public services.	All key areas of the Council's services are listed.	All key areas were included and a matrix prepared to show for each risk the Impact, Likelihood, Overall Rating and frequency of Review.	None required
9.3	All risk areas are included in the risk management strategy document.	There is an area that could be considered for inclusion to the document.	RECOMMENDATION I could not find any reference to a Disaster Recovery Plan in the Risk Register.	Agreed; this is something we need. Clerk to draft a policy for the Council to consider. Feb 2023

INTERNAL CONTROL QUESTIONNAIRE

System: Income

Auditor: Ken Goddard

Date: November 2022

Control Objective 10 : To ensure all income is correctly received and banked.

No	Expected Control	Actual Control	Test Findings & Recommendations	Council's Comments and Target Date
10.1	All monies received is receipted and banked on a timely basis.	Most bookings for room hire etc, are paid for in advance mainly by BACS.	This was evidenced during the audit.	None required
10.2	There is a follow-up procedure to chase non-payers.	A list is maintained of all outstanding debtors and regular contact is made to encourage payment either in full or by instalments.	A copy of each invoice is kept in date order and filed when payment has been received. Outstanding payments are followed up regularly.	None required

Woodland Report for Parish Council Meeting on November 21st, 2022

Action Update

1. Tree Work

We have now had permission from Newark and Sherwood District Council to do the tree work that is required. Full details of the work required can be found in the [tree report](#) which was issued in 2020. This work will be done on 28th November, 2022. I draw your attention to the following work:

- a. Trees 811, 812, 821, 857– will be soft felled as recommended in the ecologist's report
- b. Tree 823 - will be pollarded at 6m and then the tree specialist will neaten up side-stems off the main stool, remove smaller deadwood branches at the end of stems. (The standing dead wood will provide habitat for a variety of invertebrates).
- c. Tree 821 could possibly be used for woodcarving – I am meeting the wood carver on 17 November to see what is possible and what the costs will be. The Council will be asked to consider whether to proceed with wood carving during the meeting.
- d. The tree specialist and I have met to look at all the trees due to be felled and he has recommended reassessing tree 875 in 2 years so this tree will not be felled for now.
- e. 5 native trees (Oak , Yew, Lime) will be planted around positions of trees 811 and 812 (which will be felled). Our tree specialist has sent a proposal for this to the N&SDC tree officer and we are awaiting feedback
- f. Tree numbers 860 to 869 do not belong to Fernwood Parish Council so no work will be done on these trees. The hall owner has said he will organise any tree work required on these trees.
- g. Tree 853 will not be felled yet – we will be having another bat survey next Spring to see how to approach the felling of this tree.

2. Area behind Marron Court

I have consulted with residents who live on Marron Court/Close whose properties back on to the area that has been earmarked for clearing/enhancing. The following brief has been given to the consultant that is going to design the area:

- a. Retain a strip ('Retained area') in front of the fences of the Marron Court border – approx. half of the area. – to be cut once a year and arisings removed (this strip will not be cut for now - the ecologist has said: 'The best time to cut this area would be late winter, as the seeds on the plants are a good winter food resource for birds and small mammals so its best to leave them until late February')
- b. Residents have mentioned that the weeds do come into their gardens from this area, so I suggest a small strip is cut just behind their fences - another concern of theirs is anti-social behaviour and people having access to back their properties, so this is fine balance.

c. In front of the retained area (Up to the pathway):

- 2 Acer Campestre 12-14cm girth
- Rowans
- Cherries
- Buddleias
- Hazel
- Sloe
- Wildflower meadow

d. Have in mind the need to keep people away from the properties backing onto the area and minimisation of people accessing the whole area to leave it for nature.

Newark and Sherwood District Council are going to prepare this area detailed this month. This will mean plants will be cut back and the land scraped. I'm taking advice from the designer on what is required for this.

3. Lighting/upgrade

The 2 lamps that were not working were fixed/updated in September. The third lamp that belongs to Fernwood Parish Council in the woodland will be upgraded to LED.

4. Regarding a sign for the woods to indicate name/map of the area/what species to look out for, I have left this until we have a plan of what will be in the area behind Marron Court and the coat of arms has been finished.
5. The community bulb planting session on 15th October was well attended with many families and children helping to plant Anemones, Bluebells, Narcissus, and Snowdrops . There were bulbs left over after the session so the Caretaker/Groundsman to the Parish Council has planted them.
6. I have yet to arrange a date for a bat/bird box making community session, but this is on my list.
7. I have approached one company that may be able to repair the paths for us and intend to get further quotes so the council can consider this expenditure.

Decisions Required

The Council is asked to consider:

- a. Whether to have Tree 821 carved. (If this is possible, costs for this will be provided as soon as possible after 17 November)

Marion Fox Goddard, Parish Clerk and Responsible Financial Officer
November 14th, 2022

	Issue	Action	By Whom	By When
3	<p>Update on recruitment</p> <p>There were no applications for the worker in charge post so this has now been readvertised. There is one applicant for the youth support worker role.</p> <p>Neil has committed to delivering the worker in charge role until Christmas</p> <p>There was discussion on whether a current employee can shadow Neil.</p>	<p>Interview to be organised</p> <p>To be explored</p>	<p>JT</p> <p>JT</p>	<p>ASAP</p> <p>ASAP</p>
4	<p>Funding update including indication of costs for extending for 12 months and beyond</p> <p>Marion detailed that she would like to have indicative costs for the next five years for the council's medium term financial plan. Figures for June 2023 to March 2024 and future financial years need to be calculated.</p> <p>Resources for the club were discussed. Neil indicated more tabletop activities would be beneficial.</p> <p>There are also local grants that can be applied for should a suitable project/need be found</p>	<p>Figures to be sent to Marion</p>	<p>JT</p>	<p>13/11</p>
5	<p>AOB</p> <p>Reminder to leave kitchen door unlocked.</p> <p>Marion thanked Laura for the Fernwood Gazette article and suggested that we have an article each issue. The next one will be in March 2023.</p> <p>Recruitment - it was agreed to promote the club with year 6s at Chuter Ede Fernwood (and possibly year 7s at Suthers depending on how many new year sixes come)</p> <p>Neil said we need to be mindful about the challenge is that will come in the Spring with more young people being out and suggested that we plan in some outreach work.</p>	<p>Leaflet to be sent to Marion</p> <p>Reminder about the club to be added to social media</p>	<p>NYS</p> <p>MFG</p>	<p>ASAP</p> <p>21/10</p>

Next meeting: January 20th, 2023, 9.30am -Via Zoom

Young People's thoughts and evaluation on the Youth Club on 30th September 2022 (20yp)

Age of young people who attend the Youth Club:

Age of Young People	Number of Young People who attend on 14/09/22 and took part in the consultation
10	2
11	0
12	12
13	4
14	0
15	1
16	0

number of times young people have visited the Youth club?

- 0yp This is my first time
- 1 yp Between 2- 5 times
- 6 yp Between 5 to 10 times
- 14 yp Have attended more than 10 times

Young people's responses when asked what do you like the Youth Club?

- 10 yp The Youth Workers
- 12 yp A safe place to meet my friends
- 18 yp Activities
- 1 yp Feeling listen to by Youth Workers

Young people could tick as many responses as they wanted and there was an option to add a comment/other

How young people knew of the youth club?

- 2yp Word of mouth
- 7yp Social media
- 1 yp Posters
- 6yp Parent
- 4yp Friend

Young Peoples responses to the question :

What activities would you like to see on offer at the Youth Club?

- Baking – 7
- Netball – 1
- Basketball – 1
- Football Matches/Goals – 3
- Bouncy Castle – 1
- Tennis – 3
- Bingo – 2
- Crochet - 3

Things young people would like to change or didn't like about the Youth Club?

Nothing - 20

If the Youth Club was not open, what would you be doing instead?

- Nothing – 12
- Go out – 1
- Crying – 1
- At home with family/movie – 5
- Playing Fifa - 1

Please indicate where you live:

15yp Fernwood

3yp Balderton

0yp Claypole

2yp Newark

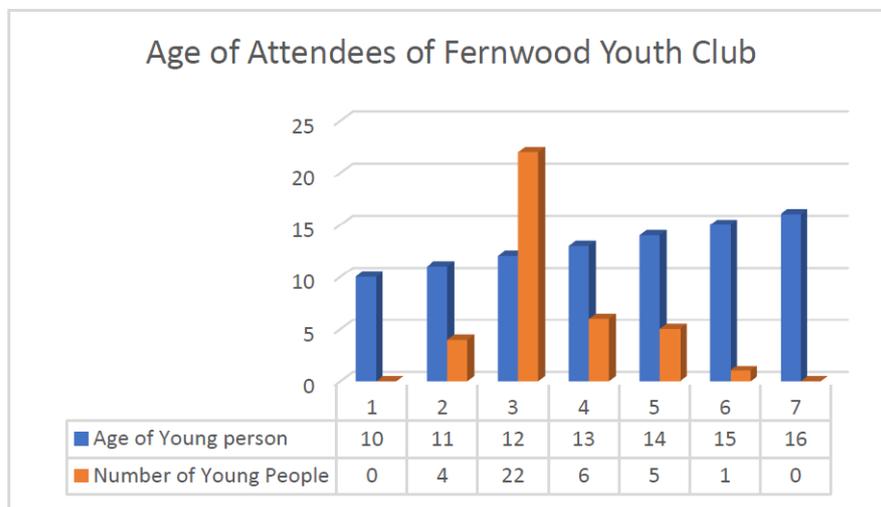
Any Comments:

No comments - 20

Fernwood Youth Club Data Collection

Age of Young People Attending Fernwood Youth Club- Up to 14/10/22

Age of Young People	Number of Young People
10	0
11	4
12	22
13	6
14	5
15	1
16	0
Total:	38



Location of Young people Attending Fernwood Youth club- up to 14/10/22

Location	Number
Fernwood	34
Balderton	4
Total	38



Total Number of Young People per Session so Far

April	May	June
22/04/22- 50 yp 29/04/22- 56 yp	06/05/22- 45 yp- (raining) 13/05/22- 72 yp 20/05/22- 48 yp 27/05/22- 28 yp	3/06/22- (Close Half Term) 10/06/22- (Closed Half Term) 17/06/22- 16 yp 24/06/22- 8 yp (Outreach)
July	September	October
01/07/22- 10 yp (Outreach) 08/07/22- 16 yp 15/07/22- 24 yp 22/07/22- 29 yp 29/07/22- 19 yp	09/09/22- 17 yp 16/09/22- 20 yp 23/09/22- 20 yp 30/09/22- 20 yp	07/10/22 – 18 yp 14/10/22- 14 yp

Youth Worker Comments

Well, I am pleased to say after the teething issues we had at the start we now have a calm, but fun space for our young people. A place that they can take part in positive activities and also earn something through informal education. Feedback from them has been great and they really enjoy coming to the sessions. We have seen a decrease in numbers since re-opening but that has been due to young people from out of Fernwood now not attending sessions as they did before. 34 out of the 38 young people who signed back up are Fernwood residents. We have had a jam packed programme. The young people have taken part in some consultation, they have been lucky enough to be able to use the tennis courts, the fire service has been out to talk to them around fire safety and bonfire night. We made cards and sent them off to the palace after the Queens passing, made hot chocolate and celebrated national curry week last week. Behaviour has been good overall and we have had no issues. Overall I am very pleased on how things are looking.

Laura Burrows
Youth Worker



From: Hannah Guy
Sent: 18 October 2022 12:30
To: office@fernwood-pc.co.uk
Subject: Installation of defibrillator on open space within Kings Meadow development

Good Afternoon Marion,

I hope this email finds you well.

Allison Homes is currently looking to install a solar powered defibrillator within the open space of Kings Meadow at Fernwood, to provide a lasting legacy for the residents who move into the community.

Whilst Allison Homes is currently building, our time within the community will eventually come to an end. The defibrillator is to be a gift from us, we would like to hand these over to you, the Parish/Town Council. As part of the handover, we would also cover, by way of payment, the cost of a 10-year period of maintenance.

Could I ask if you would be happy to take ownership of the defibrillator and if so, how you wish to move forward.

I look forward to hearing from you.

Kind regards

Hannah

Hannah Guy
Planning Manager
Allison Homes Limited
Larkfleet House, Southfields Business Park,
Falcon Way, Bourne, Lincolnshire PE10 0FF

Allison-Homes.com



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Registered office Larkfleet House, Southfields Business Park, Falcon Way, Bourne, Lincolnshire PE10 0FF.

We do not accept service by email.

If you are asked to transfer funds to us please speak directly to the person requesting the funds or the Accounts Team BEFORE transferring funds to confirm the account details.

Banner Policy

Draft version for consideration on November 21st, 2022

The following guidelines are to assist promoters of events/services in determining whether a banner will be permitted on the fences of Fernwood Village Hall.

Please read this policy before submitting your application to post a banner on the village hall fence.

Types of events/services that can be promoted

Events/services shown on the banner must meet following criteria:

- Organised by local community/not-for-profit groups/village hall user
- Be non-party political
- Be of benefit/interest to the local community.

Approval for events/services not meeting any of these criteria is at the discretion of the Parish Clerk.

Specification

Banners should be no larger than 6ft x 3ft, made of suitable material and securely fastened.

Terms

1. Priority will be given to banners promoting activity in Fernwood and non-commercial community groups/clubs/charities.
2. Advance bookings from business users will only be taken on a conditional basis on the understanding that priority is given to community groups/ clubs/charitable organisations in the parish of Fernwood.
3. The Parish Council accepts no liability for loss or damage to banners at any time.
4. The Parish Council reserves the right to cancel bookings.
5. Banners must not be put on the fence until written confirmation of approval has been received from the Parish Council.
6. Promoters are responsible for checking the fixings of their banners. Ideally this will be done weekly. If a banner becomes loose, Parish Council staff will remove the banner and request collection by the owner. If the banner has not been collected within 2 weeks, the banner will be disposed of.
7. The Parish Council will remove unauthorised and incorrectly erected banners and request collection by the owner. If the banner has not been collected within 2 weeks, the banner will be disposed of.
8. Banners for events on a specific date must be removed by the promoter within 1 week after the event date. If the banner has not been removed within this period, the banner will be disposed of.

Application to display a banner on the fence of Fernwood Village Hall

Please read the policy for displaying banners on the village hall fence before submitting your application to ensure that your application is eligible, and to also familiarise yourself with the requirements of the policy.

Organisation: _____

Contact name: _____

Contact phone number: _____

Contact email address: _____

Event/Activity that the banner is for: _____

Date of event(s): _____

Date banner displayed from:
(maximum of 4 weeks before the event) _____

Please provide a proof of the banner or if that is not available a description of the wording and any organisation logos or brands which will be included.

Attached	Yes	No	<i>(please circle)</i>
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If not attached, description of the wording and any organisation logos or brands which will be included:

Declaration: I accept and agree to the terms stated in the policy for displaying banners on Fernwood Village Hall

Name	
Signature	
Role in the organisation	
Date	

Submit your application to office@fernwood-pc.co.uk or post it to Fernwood Parish Council, Fernwood Village Hall, Rubys Avenue, Fernwood NG24 3RS

For office use

Banner approved: YES / NO Dates that the banner will be displayed: _____

If not approved, reason for refusal:

Organisation not eligible / Banner not eligible/ Space not available
Other (please specify)

Date decision made: _____

Decision made by: _____

Date applicant informed: _____

From: Office <Office@Nottsalc.org.uk>

Sent: 06 October 2022 11:46

Subject: Civility and Respect Project

Item

170

To All Members

There have been an alarming increase in the number of issues reaching our office which all fall under the umbrella of Civility and Respect. I had hoped that the new Code of Conduct and the work of the Civility and Respect Project would have had some impact and reduced such issues but it seems not. Whether you have troublesome residents, councillors with opposing opinions or issues between staff and councillors, the Civility and Respect Project has been working to provide resources and training to help prevent and/or overcome such problems. We have been forwarding the newsletter and encouraging members to engage with the project so it is disappointing to learn that only 4 of our 152 member councils have signed the pledge, very few have taken advantage of the training and consequently much of our time is now being spent unpicking problems that have escalated to a critical level at which they are impacting the smooth running of the councils involved.

The Civility and Respect Project has **released a new video** encouraging local councils to sign up for its pledge.

Notts ALC support the work of the project and urge all our members to sign the pledge.

The National Association website has a page devoted to the project, containing past newsletters, training details, model policies and more. It can be found under the 'Our Work' tab. We encourage all members to have a look at this page and make use of the materials. <https://www.nalc.gov.uk/our-work/civility-and-respect>

Don't wait for your council to experience problems and then try to resolve them – engage with the project now and equip your council to identify the signs and prevent the problems arising!

Regards

Tanya

Nottinghamshire Association of Local Councils
10am-3pm Monday to Friday



Minster Chambers
Church Street
Southwell
NG25 0HD

E-Mail: office@nottsalc.org.uk
Phone: 01636 816890
Website: www.nottsalc.org.uk

CIVILITY AND RESPECT PROJECT

ABOUT

Throughout the sector, there are growing concerns about the impact bullying, harassment, and intimidation are having on local (parish and town) councils, councillors, clerks and council staff and the resulting effectiveness of local councils.

The National Association of Local Councils (NALC), One Voice Wales, the Society of Local Council Clerks (SLCC) and county associations have responded to this by setting up a Civility and Respect Working Group to oversee the Civility and Respect Project.

CIVILITY AND RESPECT PLEDGE

NALC, SLCC, and OVW believe now is the time to put civility and respect at the top of the agenda and start a culture change for the local council sector.

The Civility and Respect Pledge is being introduced because there is no place for bullying, harassment and intimidation within our sector. The pledge is easy for councils to sign up for and it will enable councils to demonstrate that they are committed to standing up to poor behaviour across our sector and to driving through positive changes which support civil and respectful conduct.

We invite all councils to take the Civility and Respect Pledge.

The pledge

By signing the Pledge, your council is agreeing that the council will treat councillors, clerks, The pledge members of the public, and representatives of partner organisations and volunteers with civility and respect in their roles and that it:

- Has put in place a training programme for councillors and staff
- Has signed up to the Code of Conduct for councillors
- Has good governance arrangements in place including staff contracts and a dignity at work policy
- Will seek professional help at the early stages should civility and respect issues arise
- Will commit to calling out bullying and harassment if and when it happens
- Will continue to learn from best practices in the sector and aspire to be a role model/champion council through for example the local Local Council Award Scheme
- Supports the continued lobbying for change in legislation to support the Civility and Respect Pledge including sanctions for elected members where appropriate

Take the pledge

See who has taken the pledge

Resources



Read more about this project here: [Civility and Respect Project \(nalc.gov.uk\)](http://nalc.gov.uk)

From: REDACTED
Sent: 09 November 2022 14:20
To: Office@fernwood-pc.co.uk
Subject: Fernwood PC - membership

Item
171a

Good afternoon Marion, I trust all is well with you.

Since moving to Fernwood in February it has been increasingly worrying to see the level of falsehoods, comments and sometimes abuse being directed towards the Parish Council on the likes of Facebook. The lack of any filter on some of the local groups just makes the loudest voices heard and reasonable debate often lost in the noise.

So, rather than me keep viewing things from the side-lines I would like to ask if / when there would be opportunities to join the Parish Council?

All the best,
REDACTED
Kind Regards,
REDACTED

From: Administrative Services <REDACTED@newark-sherwooddc.gov.uk>
Sent: 14 November 2022 10:25
To: Administrative Services <REDACTED@newark-sherwooddc.gov.uk>
Cc: REDACTED

Item
171b

Subject: Planning Training for Parish and Town Councils on Householder Permitted Development Rights - 6th February 2023

Dear Parish Clerk

I would like to invite you and your Members along to a planning training session that has been arranged for 6th February 2023 at 6:30pm. The training will focus upon permitted development rights for householders and will provide detail of the legislation as well as examples of what these permitted development rights mean in relation to development on the ground. What is permissible without the need for planning permission from the Council can be quite surprising... but equally many people think they can build extensions/outbuildings etc. without permission, when it is needed. I shall also provide examples of where applications fall foul of the legislation.

The Teams link for joining the meeting is provided below. You do not need to confirm attendance – just turn up if you are interested in this topic. Please remember to add the time and date to your calendar. It has been shared this way due to data protection considerations. I hope to see a number of you there and, as with all training sessions, will look forward to lots of questions! It is anticipated the training will last no longer than 1 ½ hours.

Any questions, please let me know.

I will also provide feedback very shortly from the questionnaires I shared at the training session on the 26th October. Thank you to everyone who was able to attend. Please be assured that if you weren't able to come along that your views are still welcomed and I will provide details of the questions with the feedback so that everyone can provide comment.

Kind regards

Business Manager Planning Development Planning Development

Newark and Sherwood District Council

www.newark-sherwooddc.gov.uk



From: Office <Office@Nottsalc.org.uk>

Sent: 11 November 2022 11:26

Subject: Boundary Commission for England 2023 Boundary Review

TO ALL MEMBERS

Please see below from National regarding the above:

“The Boundary Commission for England (BCE) is redrawing constituency boundaries in order to rebalance the number of electors represented by each MP, and a final consultation on proposed new constituencies is now open. A new revised map of constituency proposals, which takes into account feedback sent in by the public on the initial proposals, has been published on the consultation website bcereviews.org.uk

BCE would like to hear from local councils in this final consultation, which is open until 5 December, so we would be grateful if you could please share details with your members. To help you do this please see [BCE’s Partner Toolkit](#) with a range of resources including sample bulletin and website text, blogpost, sample posts for social media, posters and flyers”.

Kind regards

Nottinghamshire Association of Local Councils
10am-3pm Monday to Friday



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