



Ref: Agenda/Council – 30/01/2024

25th January 2024

Dear Sir/Madam

All Members of the Public Land & Open Spaces Committee are hereby summoned to the Public Land & Open Spaces Committee Meeting of Biggleswade Town Council that will take place on **Tuesday 30th January 2024** at the **Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade** commencing at **7:00pm**, for the purpose of considering and recommending the business to be transacted as specified below.

Yours faithfully

A handwritten signature in black ink, appearing to be "P. Tarrant", written over a horizontal line.

Peter Tarrant
Town Clerk & Chief Executive

Distribution: All Town Councillors
Notice Boards
The Press

Committee Members:

Cllr. M. North (Chairman)
Cllr. C. Thomas (Deputy Chairman)
Cllr. M. Foster (ex-officio Member)
Cllr. P. Guilcher
Cllr. M. Knight (ex-officio Member)
Cllr J. Jones
Cllr A. Skilton
Cllr. D. Strachan
Cllr. J. Woodhead

AGENDA

1. APOLOGIES FOR ABSENCE

Schedule 12 of the Local Government Act 1972 requires a record be kept of the Members present and that this record form part of the minutes of the meeting. Members who cannot attend a meeting should tender apologies to the Town Clerk.

2. DECLARATIONS OF INTEREST

To receive Statutory Declarations of Interests from Members in relation to:

- a. Disclosable Pecuniary interests in any agenda item.
- b. Non-Pecuniary interests in any agenda item.

3. CHAIRMAN'S ANNOUNCEMENTS

4. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, pertaining to matters listed on the Agenda.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_35zAYp1qQPGVyCzDNKD0wA

Each Speaker will give their name to the Chairman, prior to speaking, which will be recorded in the minutes, unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

5. INVITED SPEAKER

6. MEMBERS' QUESTIONS

7. MINUTES AND RECOMMENDATIONS OF MEETINGS

- a. For Members to receive the minutes of the Public Land & Open Spaces Committee Meeting held on **Thursday 2nd November 2023** at the Offices of Biggleswade Town Council, The Old Court House, Saffron Road, Biggleswade.

8. MATTERS ARISING

- a. Minutes of the Council Meeting held on **Thursday 2nd November 2023**.

9. ITEMS FOR CONSIDERATION

a. **Jubilee Recreation Ground Report**

For Members to receive and consider a written report by the Head of Governance & Strategic Partnerships and the Public Realm Manager.

b. **Stratton Way Cemetery Project Report**

For Members to receive and consider a written report by the Head of Governance & Strategic Partnerships and the Public Realm Manager.

c. **Kitelands and Brunel Report**

For Members to receive and consider a written report by the Head of Governance & Strategic Partnerships and the Public Realm Manager.

d. **Linear Wood & Saxon Gate Pocket Park Report**

For Members to receive and consider a written report by the Head of Governance & Strategic Partnerships and the Public Realm Manager.

e. **Signage for Town-wide Capital Assets**

For Members to receive and consider a motion by Cllr North.

The motion states:

“That consideration be given to new signage for all of the Councils capital assets in keeping with the preferred colour pallet. This is to more evidently badge the facilities that the Council has on offer, its partnership working initiatives and good stewardship”.

10. ITEMS FOR INFORMATION

There are no items for information

11. PUBLIC OPEN SESSION

To adjourn for a period of up to 15 minutes to allow members of the public to put questions or to address the Council, through the Chairman, in respect of any other business of the Town Council.

Please register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_35zAYp1qQPGVyCzDNKD0wAk

Each Speaker will give their name to the Chairman prior to speaking, which will be recorded in the minutes unless that person requests otherwise. Each Speaker will be allowed **(one) three-minute slot**.

12. EXEMPT ITEMS

The following resolution will be **moved** that is advisable in the public interest that the public and press are excluded whilst the following exempt item issue is discussed.

- a. (Drove Road Bowls and Tennis Club Development Report)
- b. (Kings Reach Football Pitches Update Report)
- c. (Play Areas Equipment Replacement Report)
- d. (Lindsell's Bequest Charity Football & Cricket Club Update Report)

Pursuant to section 1(2) of the public bodies (Admission to Meetings) Act 1960 Council **resolve** to exclude the public and press by reason of the confidential nature of the business about to be transacted.

MINUTES OF THE BIGGLESWADE PUBLIC LAND AND OPEN SPACES
MEETING HELD THURSDAY 2nd NOVEMBER 2023
AT 7.00PM AT BIGGLESWADE TOWN COUNCIL OFFICES
THE OLD COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE, SG18 8DL

PRESENT:

Cllr M North (Chairman)
Cllr C Thomas (Deputy Chairman)
Cllr M Foster (ex-officio voting Member)
Cllr M Knight (ex-officio voting Member)
Cllr D Strachan
Cllr J Woodhead

Mr P Tarrant – Town Clerk & Chief Executive
Mr K Hosseini – Head of Governance & Strategic Partnerships
Mr J Woolley – Public Realm Manager
Ms F Gumush – Meetings Administrator

Members of the Public – 0

Meeting Formalities:

Following a reminder to meeting attendees that this is a formal meeting, the Chairman advised that members of the public will be given an opportunity to speak during public open session but not at other times. The meeting is being filmed and by being present attendees are deemed to have agreed to be filmed and to the use of those images and sound recordings. The Chairman advised that attendees should not disclose any personal information of individuals as this would infringe the Data Protection Rights of that individual.

1. APOLOGIES FOR ABSENCE

a. Cllr P Guilcher, Cllr J Jones.

b. REMOTE ATTENDANCE

Cllr A Skilton (via zoom).

2. DECLARATIONS OF INTEREST

a. Disclosable Pecuniary interests in any agenda item:

None.

b. Non-Pecuniary interests in any agenda item:

None.

3. **CHAIRMANS ANNOUNCEMENTS**

None.

4. **PUBLIC OPEN SESSION**

No member of the public wished to speak.

5. **MEMBERS' QUESTIONS**

There were no Members' questions.

6. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

P6. Remove Cllr Woodhead from attendance list as he had apologised for absence.

Subject to these amendments the Minutes were **APPROVED** as an accurate record of the Public Land & Open Spaces Meeting held on Tuesday 3rd October 2023.

7. **MATTERS ARISING**

P8. Cllr Strachan inquired whether there were any developments with regards to reaching out within the community to get a sense of what they would like to see in play areas for less able-bodied children.

The Town Clerk & Chief Executive indicated that this was ongoing, and Officers would report on it at a later stage.

P10. Cllr Strachan asked if any progress had been made with arranging a meeting with Fen Reeves Management following the issue of cattle.

The Chairman responded that Cllr Russell was meeting with the management team for Fen Reeves and currently working on a factual information sheet, which would be widely publicised soon.

8. **ITEMS FOR CONSIDERATION**

a. **All Play Areas Equipment Replacement Report**

The Head of Governance & Strategic Partnerships presented the report. He noted that an expression of interest exercise inviting all play area equipment suppliers to bid would be ending on the 30th of November.

The Head of Governance & Strategic Partnerships pointed out that a series of site visits are being held with interested parties. He noted that Officers had provided an internal assessment of equipment pieces and surfaces which needed replacement and the expression exercise would provide an external view on those and other items along with indicative costings.

Members commented that it might be helpful for future to have a fixed asset register for PLOS so that it can be referred to and related to when looking at which play equipment needs to be replaced and which equipment is new.

Members **RESOLVED** to note the report.

b. **Football Pitches Report**

The Town Clerk & Chief Executive commenting on the report indicated that for Members to reach an informed decision with regards to the conversion of football pitches, they needed an in-depth analysis of all the implications associated with this.

The Head of Governance & Strategic Partnerships added that there were various sources of funding available not just the Council budget going forward. These included most grants schemes which stipulated match-funding, hence the need for building in some growth funding.

Members indicated that it was important to look at football offer to the town and the community; it was also important to strategically consider other sites in the parish, including a number of schools and clubs and the demand over a time frame.

Members **RESOLVED** to note the report.

9. **ITEMS FOR INFORMATION**

a. **Drove Road Chapel Update Report**

The Town Clerk & Chief Executive presented the report and noted that the insurance company would be covering the cost of the vandalised boundary wall. Officers will be instructing the external project manager to complete the necessary repairs.

Members **NOTED** the report.

b. **Jubilee Recreation Ground Update**

The Head of Governance & Strategic Partnerships briefed Members that this was an issue which had been outstanding since around 2018/2019. He explained the issue was that there was a metal palisade fencing across a footpath on the Jubilee walkway area.

The Head of Governance & Strategic Partnerships indicated that the land developer confirmed by email that the land was their own, but the fence did not belong to them. They however were happy for the Town Council to take the fence down.

Members indicated that Council needed absolute clarification as to the ownership of the land that the fence was on and who owned the fence. Once this was established then it needed to be followed by a vision and plan on the ground.

Members **RESOLVED** to note the report.

10. **PUBLIC OPEN SESSION**

No member of the public wished to speak.

11. **EXEMPT**

a. **Brunel Drive Play Area Update Report**

Members discussed the report.

Members **RESOLVED** to accept the recommendation that:

- The PWLB can apply to this project if appropriate.
- The Committee is satisfied that the recommended bid fully satisfies the criteria within the specification of the tender.

b. **Kitelands Play Area Update Report**

Members discussed the report.

Members **RESOLVED** to accept the recommendations to go with the preferred bid which fully meets the tender specification criteria and for Officers to approach the winning bidder and keep the external partner informed on the project progress.

c. **Stratton Way Cemetery Project Report**

Members discussed the report.

Members **RESOLVED** to stop the current expression of interest exercise and for PLOS Committee Members to work offline to redetermine the tender specifications.

Members also **RESOLVED** for the project to return to the 30th January PLOS agenda.

Members **AGREED** that the Town Clerk & Chief Executive would reach out for further expertise through cemetery management contacts.

The Mayor closed the meeting at **8.37pm**

BIGGLESWADE TOWN COUNCIL
PLOS Committee 30th January 2024
Jubilee Recreation Ground and Tiny Forest Project Report

Implications of Recommendations

Corporate Strategy: ENVIRONMENT: A Green Town: Fully support the Green Infrastructure Plan produced by Bedfordshire Rural Communities Charity and actively seek to deliver those actions within the Town Council's land holding, including the protection of the Local Green Spaces.

Finance: Public Realm maintenance budget, under the ten year license only.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

Since at least 2019, there has been a palisade fence in situ at the Jubilee Recreation Ground (JRG), with uncertainty surrounding its ownership, primarily due to legacy joint housing development activity. Officers on 8th December applied for the Tiny Trees project and Central Bedfordshire Council (CBC), Earthwatch Europe and the Public Realm Manager all agreed that JRG was most suitable. A Town Council resolution is needed at the 13th February meeting to take advantage of the investment within a short project deadline due to the planting season window.

Summary:

This project sets out two decision points,

1. For the Public Realm team to remove the palisade fence and investigate a connecting path.
2. For Earthwatch Europe to deliver the tiny forest project.

Decision 1. (With attached appendices).

The Town Council has registered the Jubilee Recreation Ground with HM Land Registry under title number BD351879. Officers have conducted searches on HM Land Registry which do not show the existence of the fence. Officers have engaged a local surveyor at low expense who has established that the fence is situated on land owned by the Town Council (see decision one appendix).

Having ascertained that the restricting fence is situated on Town Council registered land, the intention is for the Public Realm team to remove a 2.5 metre section of the fence. This will open full space and access to the public path on the development side allowing the community free movement, unlocking the green space, and enhancing wellbeing. This will be done at an indicative £300 by a qualified welder. Currently there is no pathway in place on the green open space side of JRG and once opened up, there would be an increasing need for one. The PR Manager is investigating the cost of installing a new hoggan path (white limestone) with wood edges to complete access and pedestrian flow and will report this to Members at the next opportunity.

Decision 2. (With attached appendices).

The project is funded by Central Bedfordshire Council (CBC) in association with an organisation colloquially known as Earthwatch Europe. The project is at zero capital cost to the Town Council and will improve the small area environment. (See decision 2 appendices for the agreement and plan). The Public Realm team will include this into business as usual and is resourced for this. The landscaping will enhance the green area via the introduction of 600 small trees on the approximate footprint of a small tennis court and improve the sense of community by making it visually appealing, improving wellbeing and boosting wildlife. The project will install two benches near the centre of the trees and the project will not provide a pathway to connect the wider area,

although the PR team will ensure safe pedestrian access is possible.

The project has a very short deadline of 13th February to allow for a signed agreement, procurement, and planting to be achieved within the correct planting timeframe. The agreement comprises a ten year license under which the Town Council has to provide maintenance. The Earthwatch Europe team is fully insured and the agreement includes a ten year licence. Officers are seeking external legal counsel on the agreement.

Recommendation:

That Members note this report, agree to progress with decision points one and two and enable Officers to continue investigating the creation of a connecting path.

Jonathan Woolley
Public Realm Manager

Karim Hosseini
Head of Governance & Strategic Partnerships

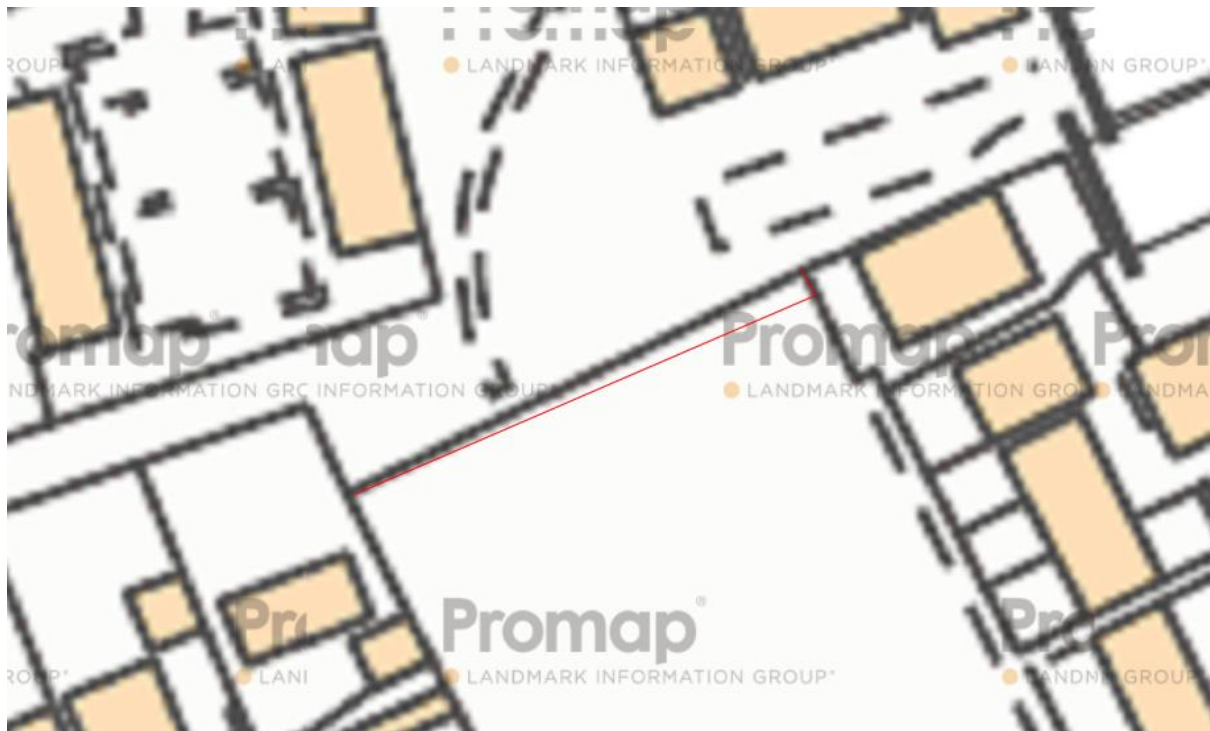
Appendix A: Decision 1 - Fence Removal.
Appendix B: Decision 2 -Tiny Forest Project Agreement.
Appendix C: Jubilee Recreation Ground – Tiny Forest.
Appendix D: Decision 2 - Earthwatch Europe Plan.

Appendix A

Jubilee Recreation Ground – fencing ownership

Having been down to the location and measured the area concerned I have been able to reference the fence line against mapping and the Land Registry site.

The red line shows the line of the fence which is 155 feet long. The black line immediately above is the boundary line between the registrations BD351879 (Town Council) and BD319704 (the developer consortium).



The fence line is the full width of the ground, and slants inwards against the boundary line of the Title. The red line on that plan shows that the fence falls within Title BD351879 which is owned by the Town Council.



Appendix B

THIS AGREEMENT is made on **DATE**

BETWEEN

- (1) **Conservation Education and Research Trust** (which uses the working name **Earthwatch Europe**), a company limited by guarantee and registered in England and Wales (company number: 4373313) and a registered charity (charity number: 1094467) whose registered office is at Mayfield House, 256 Banbury Road, Oxford OX2 7DE, United Kingdom ("**Earthwatch**"); and
- (2) **Central Bedfordshire Council** of Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire, SG17 5TQ ("**the Council**")
- (3) **Biggleswade Town Council** Old Court House 4 Saffron Road Biggleswade SG18 8DL ("**the Landowner**")

BACKGROUND

- (A) Landowner holds a freehold interest in the Site and wishes to make use of the Site for an environmentally beneficial purpose and to the benefit of the local community.
- (B) Earthwatch is an environmental charity that runs the urban woodland and community engagement programme known as 'Tiny Forest'.
- (C) Earthwatch has agreed to establish the Project for the Council by planting a Tiny Forest at the Site, running a programme of community events and providing initial equipment for that programme.
- (D) The Landowner has agreed to permit Earthwatch access to the Site for ongoing monitoring of the urban woodland running community engagement and citizen science activities for volunteers for the duration of this agreement.
- (E) The Council has agreed to provide funding to Earthwatch to deliver and support the Project.
- (F) The Project is being delivered as part of the Forestry Commission's Local Authority Treescapes Fund and match funding from the Council as a result of a successful bid to said fund by the Council.
- (G) The Project is dependent on sufficient funding of an appropriate nature being received.
- (H) Earthwatch, the Landowner and the Council have entered into this Agreement to set out their commitments to support delivery of the Project.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 In this Agreement the following words and expressions have the meanings set out below:

Background IP	all Intellectual Property Rights, whether or not relating to the Project, which are owned by a Party, or which a Party has the right to disclose or license to any other Party for the purpose of the Project (as applicable), including any Intellectual Property Rights protecting a Party's procedures, processes, systems, know-how or methodologies, and which are in existence prior to the Commencement Date, or are developed after the Commencement Date other than in the performance of the Project.
Business Day	any day which is not a Saturday, a Sunday or a bank or public holiday in England.
Commencement Date	the date at the top of this Agreement.
Confidential Information	<p>any confidential or proprietary information relating to any Party that is directly disclosed or made available to any other Party or any of its representatives or which comes to any other Party's attention in connection with the Project, but not including information which:</p> <p>is public (other than as a result of the information being disclosed in breach of this Agreement); or</p> <p>was known to the other Party before the Commencement Date and such Party was not under a duty of obligation in respect of that information.</p>
Data Protection Legislation	Means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the UK GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner.
Earthwatch Branding Items	those items identified as such in Schedule 3 and any other items carrying the Earthwatch or Tiny Forest branding.

Earthwatch Deliverables	the activities, equipment and other items to be provided by Earthwatch under this Agreement as set out in Schedule 3.
Force Majeure	any event outside the reasonable control of the relevant party affecting its ability to perform any of its obligations (other than payment) under this Agreement including act of God, fire, flood, lightning, compliance with any law or governmental order, rule, regulation or direction which could not have been reasonably anticipated at the date of this Agreement, war, revolution, act of terrorism, riot or civil commotion, epidemic, pandemic ,strikes, lock outs and industrial action (but excluding strikes specific to the affected party's own employees), failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services.
Foreground IP	all Intellectual Property Rights developed by, or on behalf of, Earthwatch directly in relation to the Project.
Funding	The funding to be provided by the Council to Earthwatch in accordance with Schedule 6.
Funding Conditions	The conditions set out at Schedule 6.
Handover Schedule	Items to be supplied and installed by Earthwatch including Earthwatch Deliverables, Project Equipment and Earthwatch Branding Items that will be handed to the Landowner on completion. See Schedule 7.
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Landowner Commitments	the commitments set out in Schedule 4.

Landscaper Supplier	such entity as Earthwatch may appoint as the landscaping and site preparation contractor for the Project.
Memorandum of Understanding	The LATF Memorandum of Understanding between the Council and the Forestry Commission under which funding is provided to the Council.
Participants	the people involved in Project activities at the Site consisting of Earthwatch, Landowner and Council staff and volunteers and including the Keeper Team
Party	each of the parties to this Agreement and " Parties " means all of them.
Permanent Equipment	the equipment to be installed by Earthwatch at the Site and identified under that heading in Schedule 3.
Planting Date	the date for planting of the Tiny Forest (being a date no more than five years after the Commencement Date agreed by Earthwatch and the Council Landowner (acting reasonably)).
Project	the project to establish and maintain a 'Tiny Forest' described in Schedule 2.
Project Team	A senior member of the Earthwatch staff working directly on the Tiny Forest project as representative of Earthwatch and Jonathan Woolley as representative of Landowner (and in each case any successor to that role notified in writing by the relevant Party to the other Parties).
Site	the land described and shown edged red on the plan contained in Schedule 1.
Tiny Forest	an area of approximately 200 square metres, densely planted with approximately 600 native trees in alignment with the methodology established by Dr. Akira Miyawaki and IVN natuureducatie.

1.2 Drafting Conventions

- (a) The headings in this Agreement are inserted for convenience only and shall not affect the interpretation or construction of this Agreement.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring

to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any legislation or legislative provision shall include:
 - (i) any subordinate legislation made under it,
 - (ii) any provision which it has modified or re-enacted (whether with or without modification), and
 - (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement.
- (e) All references in this Agreement to Clauses, and Schedules are to the clauses, and schedules to this Agreement unless otherwise stated.

2 COMMENCEMENT AND DURATION

- 2.1 This Agreement shall come into force on the Commencement Date and shall (subject to the provisions for earlier termination set out in this Agreement) continue in force from then until the date which is the tenth anniversary of the Planting Date when it shall terminate automatically without the need for notice by any Party.

3 OPERATIVE TERMS

- 3.1 Earthwatch agrees to provide the Earthwatch Deliverables in accordance with the terms of this Agreement and to comply with obligations on its part set out in this Agreement and to comply with the Funding Conditions set out at Schedule 6.
- 3.2 In consideration of the provision by Earthwatch of the Earthwatch Deliverables, the Landowner and Council agree to comply with the terms of this Agreement and the obligations on their part set out in this Agreement and the Council agrees to provide the Funding to Earthwatch in accordance with the Funding Conditions.

4 BEHAVIOUR OF THE PARTIES

- 4.1 The Parties shall:

- (a) act at all times towards each other in a professional and collaborative manner.
- (b) at no time bring the reputation of the other Parties into disrepute.
- (c) cooperate with and provide information and support to the any other Party as requested to allow the activities to be carried out in accordance with the terms of this Agreement.
- (d) diligently carry out their obligations under this Agreement with reasonable care and skill and in a timely manner, in accordance with generally recognised practices and standards.
- (e) keep the other Parties informed of all its standards of operation in force with which the other Parties need to comply (as appropriate to the Project).
- (f) manage risk to those taking part in the Project through the disclosure of any identified risks and advice on how to mitigate them.
- (g) use reasonable efforts to agree any changes to the Project that any Party deems necessary or appropriate to achieve the Earthwatch Deliverables the Council Commitments or the Funding Conditions or the Councils requirements and the other obligations contained in this Agreement; and
- (h) carry out the Project in accordance with all applicable law from time to time in force and inform the other Parties as soon as it becomes aware of any changes in legal requirements that affects any Party's obligations under this Agreement.

5 PROJECT GOVERNANCE

- 5.1 The Parties shall be responsible for providing the overall strategic oversight and direction of the Project, in accordance with Schedule 2 of this Agreement.
- 5.2 The Project Team shall be responsible for the overall management of the Project and Earthwatch, Landowner and the Council shall procure that their appointed members of the Project Team give sufficient time and attention to the Project and are given reasonable resources for managing it.
- 5.3 Earthwatch and Landowner and Council shall procure that the Project Team meets at regular intervals during the Project as it considers appropriate to discuss the progress of the Project and any issues arising and will report to the Parties on any outcomes from such meetings.
- 5.4 The Project Team shall promptly raise with the Parties any issues requiring further assistance from the Parties.
- 5.5 The Project Team shall report promptly on any aspect of the Project to all Parties on request from any Party.

6 THE LANDOWNER'S COMMITMENTS

- 6.1 Landowner agrees to comply with the Landowner Commitments in Schedule 4.

7 THE SITE AND ACCESS TO THE SITE

- 7.1 Landowner confirms that it holds a freehold in the Site.
- 7.2 Landowner confirms that the Site does not form part of a registered park and garden; sits within the curtilage of a listed building; is located within the greenbelt, a national park, a site of special scientific interest, or an area of outstanding national beauty and shall be responsible for obtaining and maintaining all consents necessary for the Project under planning law and otherwise and shall provide copies of those to Earthwatch.
- 7.3 Landowner shall provide Earthwatch with any updates or additions as they are made from time to time to the environmental information provided to Earthwatch under the Landowner Commitments.
- 7.4 If reasonably requested by Earthwatch Landowner shall at its discretion commission desktop and/or intrusive environmental investigations of the Site by reputable and suitably qualified consultants engaged on appropriate terms (including as to insurance). Should the Landowner be unprepared to commission such surveys this agreement can be immediately terminated under Clause 15.1 (d).
- 7.5 Landowner shall provide Earthwatch with copies of all such reports resulting from a request under clause 7.4 and shall use reasonable endeavours to ensure that Earthwatch is entitled to rely on any such reports.
- 7.6 Where utilities exist on site, it is the Landowner's responsibility to inform the relevant service providers of the planned tree planting works and obtain the necessary permissions or mitigations from those providers.
- 7.7 If Earthwatch discovers that the ground condition of the Site is likely to require treatment that will render the Project unviable it shall inform Landowner of its concerns and consult with Landowner as to possible mitigation.
- 7.8 At all times the Landowner hereby gives Earthwatch licence to enter the Site for the purpose of carrying out the Earthwatch Deliverables throughout the duration of this Agreement.
- 7.9 Access permitted by Landowner to the Site shall be as a licensee and no relationship of landlord and tenant is created between Landowner and Earthwatch by this Agreement.
- 7.10 The Parties agree that ownership of the trees shall pass to Landowner when planted and ownership of the Permanent Equipment and Earthwatch Branding Items shall pass to Landowner when it is installed at the Site (in each case on the Planting Date or immediately after unless agreed otherwise by the Parties).
- 7.11 If any of the Earthwatch Branding Items are vandalised or otherwise damaged following their installation then the Landowner agrees at the request of Earthwatch to install any replacements that Earthwatch may choose to provide.

8 DURATION OF THE PROJECT

8.1 The Landowner acknowledges that (subject to the rights of the Parties to terminate this Agreement) the aim of the Parties is for the Project to run for the full duration of this Agreement or longer. Accordingly the Landowner agrees that:

- (a) they will not transfer ownership of the Site or grant a lease or charge of the Site or any part of the Site until the proposed transferee tenant or chargee (as the case may be) has entered into an agreement with Earthwatch in the same terms as this Agreement.
- (b) they will not alter or otherwise change the use of the Site from use for the Project or cease to provide public access (save in the case of an emergency or in the interests of Health and Safety).

9 INTELLECTUAL PROPERTY RIGHTS

9.1 Intellectual Property Rights relating to the Project shall be treated in accordance with the terms of this clause.

9.2 All Background IP shall remain with the relevant Party; and, whilst all Parties agree to make such Background IP available to the other Parties to the extent necessary for the purposes of the Agreement, no further or surviving rights in such Background IP are hereby granted to the other Parties.

9.3 All Foreground IP shall be owned by Earthwatch.

9.4 The provisions of this clause 9 shall survive termination of this Agreement, however arising.

10 COSTS AND FUNDING

10.1 Subject to clause 10.2, Earthwatch, Landowner and the Council are to bear their own costs in respect of labour and materials (including the fees of any contractors or consultants) incurred in carrying out their obligations under this Agreement.

10.2 The Council shall provide payment for the Project to Earthwatch in accordance with the Funding Conditions set out at Schedule 6.

11 LIABILITY

11.1 Subject to clauses 11.3 and 11.4 Earthwatch is not liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise or for any injury, costs (other than as provided in clause 10.1), claims or losses whatsoever which arise in connection with this Agreement or from the Project.

- 11.2 The Landowner shall at all times remain liable for the state and condition of the Site. All environmental liabilities arising in respect of contamination shall be the sole responsibility of the Landowner (save any arising from breach of clause 11.3 below). Prior to installation of the Tiny Forest, the Landowner shall provide Earthwatch with all information regarding the environmental condition of the Site.
- 11.3 Earthwatch shall not bring on to the Site any substances which could be harmful to the environment, except where necessary to undertake the Earthwatch Deliverables and in so doing shall act in accordance with relevant best practice.
- 11.4 Nothing in this Agreement excludes or limits Earthwatch's liability for:
- (a) death or personal injury caused by Earthwatch's negligence.
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot legally be excluded or limited.

12 INSURANCE

- 12.1 The Landowner shall ensure that the Project is at all times covered by suitable and adequate insurance placed with reputable insurance companies.
- 12.2 At a minimum, during the term of this Agreement and for a period of 6 years thereafter, the Landowner shall maintain in force the following insurance:
- (a) Property Owners Liability insurance to cover the Site and all land over which the Site is accessed from the public highway for claims in an amount not less than £5,000,000 per annum
 - (b) Public Liability insurance and non-negligence insurance for claims in an amount not less than £5,000,000 per annum
- 12.3 The Landowner shall be responsible for procuring appropriate insurance for all persons present at the Site in connection with the Project, except for employees of Earthwatch or of Earthwatch's contractors.
- 12.4 Earthwatch shall be responsible for procuring appropriate insurance cover during their presence at the Site for its employees and shall require its contractors to put appropriate insurance in place for their employees engaged in the Project. At a minimum insurance will be:

a. Public Liability Insurance for an amount not less than £5,000,000 in the aggregate per premium year

- 12.5 The Parties shall share information and act as necessary to make sure that all insurances that are reasonably required in respect of the Project the Participants and the Site are in place throughout the duration of this Agreement (whether or not expressly required pursuant to this Agreement) and to ensure that the insurances taken out are properly co-ordinated, so that (for example) no double insurance problems arise.

13 FORCE MAJEURE

- 13.1 Subject to the provisions of Schedule 5 a Party will not be in breach of this Agreement nor liable for any failure or delay in performance of any obligations under this Agreement (and the date for performance of the obligations affected will be extended accordingly) as a result of Force Majeure, provided that such Party complies with the obligations set out in this Clause 13.1. (*Force Majeure*).
- 13.2 The Party affected by Force Majeure shall immediately notify the other in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 13.3 The Party affected by Force Majeure shall take all reasonable steps available to it to minimise its effects on the performance of its obligations under this Agreement.

14 TERMINATION

- 14.1 Without prejudice to any other rights or remedies which the Parties may have, any Party may terminate this Agreement on giving written notice to the other Parties:
- (a) with immediate effect if any other Party commits a material breach of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach.
 - (b) with immediate effect if any other Party acts, either in relation to this Agreement or otherwise, in a way that it reasonably likely to be prejudicial to the reputation of the terminating Party; or
 - (c) with immediate effect if any Party concludes that the risk arising from actual or possible contamination at the Site is unacceptable to it in proceeding with the Project

and Earthwatch may terminate this Agreement on giving written notice to the Landowner and Council:

- (d) with immediate effect if Landowner fails to provide environmental information about the Site or to commission investigations and provide reports as required under clauses **Error! Reference source not found.** and **Error! Reference source not found.**; or
 - (e) with effect on the date two months after that notice if Earthwatch concludes that the Site is not viable for use for the Project because of ground condition.
- 14.2 The Landowner or Council may terminate this Agreement on giving written notice to Earthwatch with immediate effect if Earthwatch is in breach of any of the provisions of Schedule 6 or if Earthwatch place the Council in breach of the Forestry Commission LATF Memorandum of Understanding.

15 CONSEQUENCES OF TERMINATION

- 15.1 The termination of this Agreement will be without prejudice to the rights and remedies of any Party which may have accrued up to the date of termination.
- 15.2 Where the termination occurs as a result of Earthwatch giving notice pursuant to clause 14.1 (b) the Landowner shall without delay, on Earthwatch's request, remove Earthwatch's name or branding from any ongoing communications in relation to the Project and shall remove any branding or signage from the Site.
- 15.3 On termination of this Agreement for any reason whatsoever:
- (a) subject to Clause 15.1 above, the relationship of the Parties will cease, and any rights or licences granted under or pursuant to this Agreement will cease to have effect save as (and to the extent) expressly provided for in this Clause 15.
 - (b) the provisions of Clauses 1 (Definitions), 9 (Intellectual Property Rights), 11 (Liability), 15 (Consequences of Termination), 17 (Confidentiality), 20 (Construction and Interpretation of this Agreement), 21 (Contract Administration), 22 (Dispute Resolution Procedure), 23 (Law), 24 (Jurisdiction) and any other provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
 - (c) subject to Clause 15.3(d) each of the Parties shall immediately return to any other Party or, if such other Party so requests by notice in writing, destroy all of the other party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;

- (d) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by Clause 15.3 (c), it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain.

16 MEDIA AND PUBLICATION

- 16.1 Notwithstanding the rest of this clause 16, each Party shall notify the other Parties in advance of any communications, presentations or publications (including by any press and/or media outlet) that include the Project. All Parties will seek feedback on these before they are made public within reasonable deadlines when possible.
- 16.2 The Parties agree not to make or issue any such communications, presentations or publications without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).
- 16.3 Each Party agrees:
 - (a) To act in accordance with the Promotional Understanding. Except as otherwise provided herein (and subject to compliance with Data Protection Legislation and all other applicable law) any Party may photograph, film, tape, chronicle, record or document any of the activities. Copies of any photographic materials by any Party shall be available (subject to compliance with GDPR and all other applicable law) upon request to the any other Party with necessary acknowledgements.
 - (b) In any publication or media account of the Project as a whole, to acknowledge the other Parties as a project partner, as well as any sponsors.
- 16.4 In no circumstances shall the Landowner or Council engage in any promotional venture in the course of which it represents that it is giving a financial contribution or donation to Earthwatch. In relation to communicating with any third party (including any press and/or media outlet) about the Project, the Landowner agrees not to make or issue any such communications without the prior written consent of Earthwatch (such consent not to be unreasonably withheld or delayed).

17 CONFIDENTIALITY

- 17.1 Each Party shall keep and procure to be kept secret and confidential all Confidential Information belonging to any other Party disclosed or obtained as a result of the relationship of the Parties under this Agreement and shall not use nor disclose the same save for the purposes of the proper performance of this Agreement or with the prior written consent of the other Party.
- 17.2 The Parties may disclose Confidential Information to an employee, consultant, sub-contractor or agent to the extent necessary for the performance of this Agreement provided such disclosure is subject to obligations equivalent to those set out in this Agreement. Each Party shall use its

best endeavours to procure that any such employee, consultant, sub-contractor or agent complies with such obligations. Each Party will be responsible to the other Party in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

17.3 The obligations of confidentiality in this Clause 17 do not extend to any Confidential Information which the Party that wishes to disclose or use can show:

- (a) is or becomes generally available to the public other than as a result of a breach of the obligations of confidentiality under this Agreement; or
- (b) was in its written records prior to the Commencement Date and not subject to any confidentiality obligations; or
- (c) was or is disclosed to it by a third party entitled to do so; or
- (d) the parties agree in writing is not Confidential Information or may be disclosed; or
- (e) is required to be disclosed under any law, or by order of a court or governmental body or authority of competent jurisdiction.

18 DEALINGS WITH THIS AGREEMENT

18.1 Subject to Clause 18.2 no Party may assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent not to be unreasonably withheld of the other Parties

18.2 Earthwatch may sub-contract any or all of its rights and obligations under this Agreement subject to first obtaining the written consent of the other Parties and providing of the subcontractor in a timely manner.

18.3 A person who is not a party to this Agreement has no rights (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provision of this Agreement.

19 NO PARTNERSHIP ETC

19.1 Nothing in this Agreement, and no action taken by the Parties pursuant to this Agreement creates or is deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

20 CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT

20.1 Entire Agreement

- (a) This Agreement contains the entire agreement between the Parties in relation to its subject matter and supersedes any prior arrangement, understanding written or oral agreements between the Parties in relation to such subject matter
- (b) The Parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has any Party been given, any warranty, statement, promise or representation by the other or on its behalf other than as expressly set out in this Agreement.
- (c) Each Party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.
- (d) All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.
- (e) Nothing in this Clause 20 will exclude any liability in respect of misrepresentations made fraudulently.

20.2 Severability of provisions

- (a) If at any time any part of this Agreement is held to be or becomes void or otherwise unenforceable for any reason under any law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.
- (b) If any void or unenforceable part of this Agreement would be valid and enforceable if some part of it were deleted, the parties shall use reasonable endeavours to amend such part such that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

21 CONTRACT ADMINISTRATION

21.1 Variation

No purported alteration or variation of this Agreement shall be effective unless it is in writing, refers specifically to this Agreement and signed by an authorised signatory of each of the Parties to this Agreement.

21.2 Waiver

The rights and remedies of any Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by that Party to the other nor by any failure of, or delay in ascertaining or exercising any such rights or remedies. Any waiver of any breach of this Agreement must be in writing. The waiver by any Party of any breach of this Agreement shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

21.3 Notices

Any notices sent under this Agreement must be in writing either by post or email, sent to the registered office or such other address as has been provided for such purpose by the other Party.

22 DISPUTE RESOLUTION PROCEDURE

22.1 If any dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it, then any Party should notify in the first instance the Council who may call a meeting of the Parties by giving not less than 14 Business Days' written, and each Party shall procure that an authorised representative attends such meeting. Those attending the relevant meeting shall use all reasonable endeavours to resolve the dispute.

22.2 If the meeting fails to resolve the dispute within 14 Business Days of its being referred to it, any Party may refer the dispute to mediation. To initiate the mediation a Party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed between the parties within 14 Business Days of notice of ADR notice, the mediator will be nominated by CEDR.

22.3 If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 Business Days from the date of the

ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them.

22.4 Unless otherwise agreed, the mediation will start not later than 28 Business Days after the date of the ADR notice. No Party may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other Party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

22.5 The Parties shall bear their own legal costs of complying with Clause 22.1, but the costs and expenses of mediation shall be borne by the Parties equally.

22.6 Notwithstanding the provisions of this Clause 22, any Party may take proceedings or seek remedies before the courts or any competent authority of any country for interim or interlocutory remedies in relation to any breach of this Agreement or infringement by any other Party of that Party's Intellectual Property Rights.

23 LAW

23.1 This Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by, and construed in accordance with, the laws of England and Wales.

24 JURISDICTION

24.1 Subject to first complying with Clause 2 (Dispute Resolution Procedure), all disputes or claims arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

25 COUNTERPARTS

25.1 This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will together constitute a single agreement, but no counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS OF THE ABOVE the Parties have signed this Agreement on the date written at the head of this Agreement.

SIGNED for and on behalf of Earthwatch by

Biggleswade Jubilee Rec Jan 9 JR

Maria Pontes

Director Programmes and Partnerships

SIGNED on behalf of the Landowner by

[insert name]

[insert position]

SIGNED for and on behalf of Council by

[INSERT NAME]

[INSERT JOB TITLE]

SCHEDULE 1

Jubilee Recreation Ground, Biggleswade

Jubilee Rec Tiny Forest Design2



0 10 20 m

Data source: OpenStreet Map, Google Earth
CSR: OSGB36
Produced by Earthwatch Europe 05/12/2023

SCHEDULE 2

The Project

A Tiny Forest is a dense, fast-growing, native woodland around the size of a tennis court (approximately 200 m²), which is combined with an engagement programme to support community ownership and provide social benefits.

A Tiny Forest includes physical characteristics, social characteristics and scientific monitoring as follows:

Physical characteristics

- Only contains native trees and shrubbery
- Is the product of field and literature research into the most suitable native species locally
- Has soil that has been prepared according to the Tiny Forest planting method
- Uses no chemicals (fertilisers or pesticides)
- Has approximately 25 different tree species
- Has 3 trees per square metre
- Provides space for the trees to grow undisturbed for at least 10 years (no tree thinning or timber harvesting unless in exceptional circumstances (e.g. disease, safety))
- Branches, leaves, and dead trees are left to lie where they have fallen
- Is at least 4m wide across the full length of the forest, without interruptions (such as a path)
- Has a layer of mulch (such as straw) at least 15cm deep

Social characteristics

- Includes an outdoor classroom where feasible
- Has a local partner (volunteer / community group / council)
- Was planted by local residents, corporate employees and/or school children (where possible within COVID-19 restrictions)
- Can be used as a place for local residents to come together and for outdoor lessons with school children
- Enables engagement opportunities for local residents, corporate employees and/or school children
- Is maintained (weeding/watering/litter picking) by a Keeper Team of 4-5 local volunteers for the first 2 years

Monitoring requirements

- Using Earthwatch's methodology, carry out ongoing monitoring (which during the first 2 years after planting should be a minimum of 2 times a year), preferably through citizen science
- Submit the monitoring data collected to Earthwatch at the end of each growing season

Maintenance requirements

- Minimal maintenance is required for the Tiny Forest as it is intended to be a natural environment.
- During the first two years the Keeper Team will weed and remove litter during the monitoring days. It is not envisaged that any other maintenance will be required if essential attention for health and safety reasons is required this will be carried out by the Landowner.

- An extended period of dry hot weather will mean that the Tiny Forest requires weekly watering at sufficient quantities which will be undertaken by the Landowner should this be necessary. Earthwatch will inform the Landowner if this becomes necessary.
- After the initial two years has elapsed maintenance will be the responsibility of the Landowner. Earthwatch, does not advocate any maintenance other than that required for health and safety reasons.

SCHEDULE 3

The Earthwatch Deliverables

Activities

- provide the time of Earthwatch staff including research, project management and engagement with some additional time from the communication team.
- site survey and suitability analysis
- work in close collaboration with the Landowner and the Landscaper Supplier in the designing the Tiny Forest, including trees species selection.
- lead the scientific input to the Project throughout, including the monitoring activities and data collection.
- provide training and instructions to the Participants for their involvement in the Project.
- provide training to the Landscaper Supplier on the Tiny Forest methodology.
- soil preparation according to the Tiny Forest methodology, including any required supplements.
- source the necessary trees and material for the planting of the Tiny Forest,
- plant the Tiny Forest and install the Project Equipment, engaging local volunteers
- develop a monitoring protocol including four key indicators: carbon, biodiversity, flood mitigation and thermal comfort
- during the first 2 growing seasons after the Planting Day support the Keeper Team in delivering maintenance in accordance with the maintenance plan
- provide input to Project events.
- where the Tiny Forest is vandalised in the first two years, after the Planting Date, Earthwatch will endeavour to make available replacement trees, of the initial planting size, during the planting season or subsequent planting seasons, but is not obliged to do so. Earthwatch will not be liable for any repairs to The Tiny Forest, fencing, urban furniture or signage but will, if practicable and coincides with a monitoring visit, work with the Landowner to organise repairs. Earthwatch will not provide or be liable for any additional expenditure except where this is agreed to in writing.

Project equipment

- Trees
- Material for planting
- Pathway and fencing materials (where applicable)

- Seating (where applicable)
- Outdoor classroom furniture (where applicable)
- Signage (unless Earthwatch or Tiny Forest branded)

Earthwatch Branding Items

- Signage (where Earthwatch or Tiny Forest branded)
- All Earthwatch or Tiny Forest brand labels applied to Project items

SCHEDULE 4

Landowner Commitments

To obtain and provide to Earthwatch search information as to the existence and location of utilities equipment at the Site and within a distance of ten metres in all directions from the boundary of the Site.

To provide Earthwatch promptly following the Commencement Date with all information which Earthwatch may reasonably request of which Landowner has in its possession or control in relation to the Site and its environs (including means of access to the Site from the public highway) including but not limited to survey reports, audits, assessments or reports and information relating to:

- soil and groundwater conditions;
- soil characteristics and structures;
- sensitive environmental receptors; and
- biodiversity characteristics

To assist, where possible, in forming the Keeper Team by providing 1-2 volunteers to be part of the Keeper Team.

To carry out the Landowner Commitments delegated to it including watering, weeding and other maintenance as appropriate.

To facilitate the relationship with the Landscaper Supplier, if relevant.

To help ensure the Tiny Forest methodology is followed.

To be responsible for maintaining the Site from the Commencement Date for the rest of the duration of the Agreement such maintenance following the Planting Date to include also the Project Equipment and the Earthwatch Branding Items (maintenance to be carried out for the first 2 growing seasons by the Keeper Team, and from then onwards by the Landowner);

An extended period of dry hot weather will mean that the Tiny Forest requires weekly watering at sufficient quantities which will be undertaken by the Landowner. Earthwatch will inform the Landowner if this becomes necessary.

SCHEDULE 5

The Promotional Understanding

The Parties agree to collaborate with each other and follow basic promotional policies, which is subject to clause 16 of this Agreement:

To:

1. Provide the others with rights-free use of a selection of mutually agreed images of the Project Location, study subject, and staff members whilst engaged in the Project Location, to be used to promote the Project and (where permission of the other Parties has been sought, such permission not to be unreasonably withheld) organisational initiatives as a whole.
2. Obtain approval from each other before arranging any visit by members of the press, media outlets, and production companies, such consent not to be unreasonably withheld or delayed.
3. Make reasonable efforts to accommodate visits by members of the press, media outlets, and production companies for promoting and supporting the Project.
4. Make all commercially reasonable efforts to ensure that Parties are given acknowledgement as a Project Partner and to ensure that Conservation Education and Research Trust is referred to by the working name Earthwatch in any coverage received, including articles authored or talks delivered about the Project.
5. Make all commercially reasonable efforts to give equal and prominent exposure to all Party's names and logos when being interviewed or photographed by the press and to ensure that Conservation Education and Research Trust is referred to by the working name Earthwatch.
6. Make all commercially reasonable efforts to follow existing brand guidelines of all Parties.
7. Work collaboratively on a communications plan for the duration of the Project that is mutually beneficial for all Parties.

Schedule 6

Funding and Payment Conditions

- 1 Earthwatch acknowledges and agrees that the payments to be provided by the Council under this Agreement are derived from funding by the Forestry Commission under the Memorandum of Understanding at Appendix A to this Schedule.
- 2 Earthwatch shall not take any action, nor omit to take any action that may place the Council in breach of its obligations under the Memorandum of Understanding.
- 3 The Council will make an initial payment to Earthwatch of £16,000 which will be 50% of the agreed payment for works carried out in the first year. This first instalment (Payment 1) will be made within 30 days of Earthwatch invoicing for this.
- 4 Following submission and review of the Post-Planting Report submitted by the Council to the Forestry Commission a second instalment (Payment 2) will be paid within 30 days of the Council receiving approval from the Forestry Commission approving the Grant Claim. This will be 50% of the agreed payment for works of £16,000 carried out in the first year.
- 5 The Council will pay the annual Maintenance Payments following receipt of confirmation from Earthwatch that all required maintenance activity has been undertaken.
- 6 This reduction mechanism for future payments is set out in the LATF Notification of Successful Post Planting Report Review Letter (Annex 2) detailing the adjustment and will amend and reissue the LATF Grant Determination Letter (Annex 1) of the MoU if the value of the Council's LATF funding is amended.
- 7 Earthwatch acknowledges and agrees that in the circumstances set out in paragraph 5 the Council may make a corresponding reduction in the payment to Earthwatch under this Agreement.
- 8 If the Forestry Commission terminates the MoU, payments will be made to Earthwatch to cover the delivery of the Project performed up to the termination date. These costs will be identified by the Council and may require an inspection by the Forestry Commission and approval by the Forestry Commission, prior to any payments.
- 9 Earthwatch acknowledges and agrees that in the event of termination of this Agreement for any reason the Council may terminate the MoU and the Forestry Commission will cease further payment of funds. Earthwatch agrees to pay back the funds to the Council, as an amount equal to such part of the monies as Earthwatch has not spent in the financial year(s) that planting activities were carried out.
- 10 Earthwatch shall provide the Council with such monitoring information as the Council may require enabling it to fulfil its obligations under the MoU including:
 - a. information required for making end of year reports and other required reports to the Forestry Commission

- b. providing written, photographic & map-based evidence of planting activities to support the Council in the submission of the Post Planting Report to the Forestry Commission on completion of planting activities and before second payment. The Post Planting Report submission will include specific management information species, location and number of trees planted in the post planting review.
 - c. evidence of a 75% survival rate of trees planted.
 - d. evidence of any funded activities to support natural colonisation.
- 11 Earthwatch shall perform the Project in accordance with the Forestry Commission's environmental policy, which is to conserve energy, water, wood, paper, and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 12 Earthwatch shall ensure all planting or activities to support natural colonisation undertaken follow best practice and meets the principles of requirements.
- 13 Earthwatch shall carry out environmental due diligence in accordance with the planting plan. Including ensuring no planting or natural colonisation on sensitive or unsuitable sites.
- 14 Earthwatch shall source the trees following best biosecurity guidance and shall source their planting stock from nurseries with robust biosecurity measures, including by way of example, those with Plant Healthy certification (or similar), where possible.
- 15 Earthwatch shall take all reasonable actions to deliver over 75% survival rate of planted trees.
- 16 Earthwatch shall seek to use approaches to minimise plastic waste in delivering the Project.
- 17 Earthwatch acknowledges and agrees that if the trees are not established successfully by the end of the Maintenance Period the payments made under this Agreement may be reclaimed.

SCHEDULE 7

Maintenance

The Parties agree that ownership of the trees and forest furniture (fencing, gate, seating, signage as applicable) shall pass to Landowner on the date of installation. Maintenance of the Tiny Forest shall be incorporated into the Landowner's green space management plan.

Earthwatch will recruit and manage local volunteer Tree Keepers to support with low-level maintenance tasks.

In line with the Tiny Forest methodology, the forest should be given the opportunity to develop as naturally as possible. No chemical pesticides are used, no tree thinning should be required unless for health and safety reasons and fallen branches should remain in the forest where possible to provide food and habitat for wildlife.

Maintenance Tasks

Landowner responsibilities that will be delegated to School	<p>Watering: An extended period of dry hot weather will mean that the Tiny Forest requires weekly watering at sufficient quantities which will be undertaken by the Landowner should this be necessary, for the first 2 years after planting. Earthwatch will inform the Landowner if this becomes necessary.</p> <p>Pruning: Only prune branches that block paths or create a health and safety risk</p> <p>Repairs: Repair any damage to the plaque or forest furniture (gate, fence, benches), renew mulch, where possible.</p>
Maintenance tasks that Tree Keepers are supported to get involved with include:	<p>Litter picking (monthly) – Earthwatch supply litter pickers to Tree Keepers</p> <p>Reporting any damage to Earthwatch or the Landowner</p> <p>Weeding (monthly in summer months)- Earthwatch can provide guidance on what to weed and what to leave</p> <p>Watering (in extended dry weather) - if Landowner can supply the water</p>

Where the Tiny Forest is vandalised in the first two years, after the Planting Date, Earthwatch will endeavour to make available replacement trees, of the initial planting size, during the planting season or subsequent planting seasons, but is not obliged to do so. Earthwatch will not be liable for any repairs to The Tiny Forest, fencing, urban furniture or signage but will, if practicable and coincides with a monitoring visit, work with the Landowner to organise repairs. Earthwatch will not provide or be liable for any additional expenditure except where this is agreed to in writing.

Schedule 8

Handover Document to be reviewed and signed by the Parties on completion of the Project

Item	Description	Handover Condition	Accepted by Landowner
Trees	600 bare root whips		
Fence	Sock fence/Chestnut Pale or other specified		
Gate	Wooden/or other gate hung on posts concreted into the ground		
Outdoor Benches	3-5 wooden benches made by Copper Beech Play and legs concreted into the ground https://www.copperbeechplay.co.uk/product/forest-school-bench/		
Information Board	Dibond laminated information board 3mm by 750mm by 500mm. Anti-graffiti film applied making it wipeable, and drilled ready for fixing. Affixed to two wooden fence posts concreted into the ground.		
Woodchip	Approximately 300mm depth of woodchip across the ground in the outdoor classroom area.		
Mulch	Well-rotted organic matter spread across the planted area		
Bio Diversity Tiles	6 concrete or other material slabs (30x30 cms max) laid on the ground through planted area		

Exciting
news!

tinyforest 

Coming soon to
Jubilee Recreation Ground,
Biggleswade



WHAT IS A TINY FOREST?

A Tiny Forest is a dense and fast-growing native woodland made up of 600 native trees planted in an area the size of a tennis court. It is being created for the whole community to use and enjoy.

HOW CAN I GET INVOLVED?

- Earthwatch will soon be planting your Tiny Forest. We will host a celebratory community planting day where the local people can come together to create the Tiny Forest themselves. You can also become a Tree Keeper and play an active role in nurturing your Tiny Forest for years to come.
- If you'd like to get in touch, email us at tinyforest@earthwatch.org.uk.
- Please note that there will be little disruption as we prepare the site for planting.



Urban forests are very important for climate adaptation.



Trees retain water, increase local water storage, cool the local environment and take up carbon dioxide.



Tiny Forests supports rich wildlife and are capable of attracting over 500 animal and plant species within the first 3 years.



The whole community can use the Tiny Forest as a place to learn, play and enjoy nature.

Powered by:

earthwatch
EUROPE

To know more about Tiny Forest
and how to get involved, please
scan this QR code or visit:
www.tinyforest.earthwatch.org.uk



Jubilee Rec Tiny Forest Design1



0 10 20 m

Data source: OpenStreet Map, Google Earth
CSR: OSGB36
Produced by Earthwatch Europe 05/12/2023

BIGGLESWADE TOWN COUNCIL
Public Land & Open Spaces Committee 30th January 2024
Stratton Way Cemetery Project Report

Implications of Recommendations

Corporate Strategy: PLACE: A Vibrant Town - Improve the environment of the cemeteries in Drove Road and Stratton Way.

Finance: An indicative £100,000 Public Works Loan Board (PWLB) funding will be used to deliver this project from summer 2024.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background:

This project went to the 14th February 2023 Town Council meeting, the 17th July 2023 Capital Assets Working Group (CAWG) and some Members conducted a walk around on site on 9th October 2023. A project report went to the 10th October 2023 Town Council meeting and to the extraordinary PLOS Committee on 2nd November 2023.

At the latter meeting, Members discussed the report and **RESOLVED** to stop the current expression of interest exercise and for PLOS Committee Members to work offline to redetermine the exercise specifications. Members also **RESOLVED** for the project to return to the 30th January PLOS agenda. Members **AGREED** that the Town Clerk & Chief Executive would reach out for further expertise through contacts.

A meeting on 22nd November took place with the Cemetery Manager and Crematorium Transformation Manager for Barnet Council, who are acting as non-paid advisors to the Council. These are professionally qualified individuals with many years of experience in crematorium management. An Officer visit to Hendon Cemetery and Crematorium took place in December to build-in further good practice to the project specification.

Summary:

Officers working with Barnet Council Officers have pulled together a new enhanced project specification at appendix A, good practice feedback from the external Council experts at appendix B, and a detailed plan at appendix C. The new specification considers Members' feedback to date and multiple good practice points received from Barnet Council Officers. The project specification will deliver an improved visual and functional design, a more structured cemetery by grid layout, improved burials process and greater potential for income generation, sensitively done.

The project specification will include a requirement for the contractors to inspect the front drains and provide further guidance on potential works. The specification will also require contractors to quote for upgrading the main pathway surfacing.

Officers will need to conduct a fresh expression of interest exercise using the CCS portal from mid-February. The internally generated specification costs are highly indicative and will be tightened via the submitted bids once the exercise closes at the end of March. Officers will reassess the costs and report back to the Town Council before applying for the PWLB funding tranche.

Table 1: Officer indicative PWLB costs for new specification Jan 2024.

Item	Quantity	Aggregate Cost
Cherry trees along long border	10	2,500
Bulbs planting waves	8	7,000
Lavenders, pots & tree stump planters	8	1,500
Seasonal bedding & plants frontage	4	1,500
Replace dead hedge near front, 12 plants	1	1,000
Extend rear hedge side entrance	1	400
Two roundabout reinforcement & size reduction	2	22,000
Pavement edger memorials along paths	10	500
Column memorial stores on two roundabouts	2	900
Single/Double ash containers ash scattering area	2	2,700
Pathway memorial engraved slabs (no ashes)	2	900
Additional Signage in keeping with green spaces	6	750
Black Benches (Franklins spec)	8	4,000
Black bins (Franklins spec)	8	2,000
Childrens' designated area- Angel sculpture	1	2,500
Rear entrance gradated ramp with tarmac	1	15,000
Rear black gates	2	7,000
Contractor Fees	1	30,000
PR team sundry items (minimal input on installation)	1	1,000
Indicative total		103,150

Recommendation:

That Members note this report and agree:

- The enhanced project specification including good practice is fit for purpose pending a further joint site visit with Members.
- For Officers to bring this to the 12th of February Town Council meeting for resolution and to next launch a new expression of interest exercise from 13th February.
- To consider this project informed by the expression of interest exercise, alongside other PWLB projects and the enable Officers to provide a report on PWLB projects to PLOS, F&GP, and a Town Council meeting as appropriate.

Jonathan Woolley
Public Realm Manager

Karim Hosseini
Head of Governance & Strategic Partnerships

Appendix A: Enhanced Project Specification
Appendix B: External Council Good Practice
Appendix C: New Project Plan

Appendix A:

Enhanced Project Specification

1. Install 10 x *Prunus amonagawa fastigiata* (Upright) Cherry trees planted along west footpath.
2. Create 8 x wave strips of bulbs to be planted across the whole area where there are no graves. These should be a complex mix of at least 10 types of bulb consisting of Mixed Crocus, Mixed Daffodils, Mixed Tulips, Mixed Hyacinth, Mixed Crown Imperials, Mixed grape Hyacinth, Mixed Anemone's, Mixed Allium, Mixed Bluebell's and Mixed Freesias.
3. Install lavender plants in existing and new tree stump planters.
4. Move existing two large round concrete planters away from roundabout area to the outside of the front entrance and install attractive seasonal bedding and plants.
5. Replace the dead hedge near the front entrance.
6. At the rear of the grounds on the side, extend the existing hedge to close off the side rear entrance.
7. Retain and monetise existing Cypress and other trees in the cemetery, charge for memorial plaques and bird boxes on trees with a full range of leases from 12 months upwards.
8. Slim down and reinforce each of the two roundabouts to give better access to hearses and lower roundabout profiles.
9. Install approximately 200 new memorial pavement edgers along the roundabouts and central pathway to provide new space for names to be inserted on memorials, leased at a charge.
10. Install two new column nameplate memorials, one on each roundabout, leased at a charge.
11. In the ashes scattering area install five new single/double ash containers along pathways, leased at a charge.
12. Create a pathway consisting of engraved memorial slabs placed in zones around the cemetery with memorials in and ashes contained under the slabs, leased at a charge.
13. Install eight new benches across the cemetery and refresh existing benches.
14. Designate a new family memorial area (located in the current large grave area) for any large new plots.
15. At the rear of the cemetery, create a designated children's area with new sculpture and naturalized bulbs throughout the area.
16. Revamp all existing signage.
17. New rear entrance to be built with a gradient ramp and install new gates like front gates and identically in line of symmetry.
18. Inspect all drains with a focus to the front entrance.
19. Inspect the main pathway and provide a resurfacing quote.
20. For space planning purposes in future consider installing a vaulted above ground sealed memorial area before the cemetery reaches full occupation. From 2035 planning onwards.

Indicative Total: £100K

Appendix B: External Council Good Practice.

Meeting at Hendon Cemetery and Crematorium (top 10 site in UK) on 13th December 2023. Photos taken to show types of units. The meeting acknowledged the sensitive subject matter and that BTC is a Town Council not a London Borough.

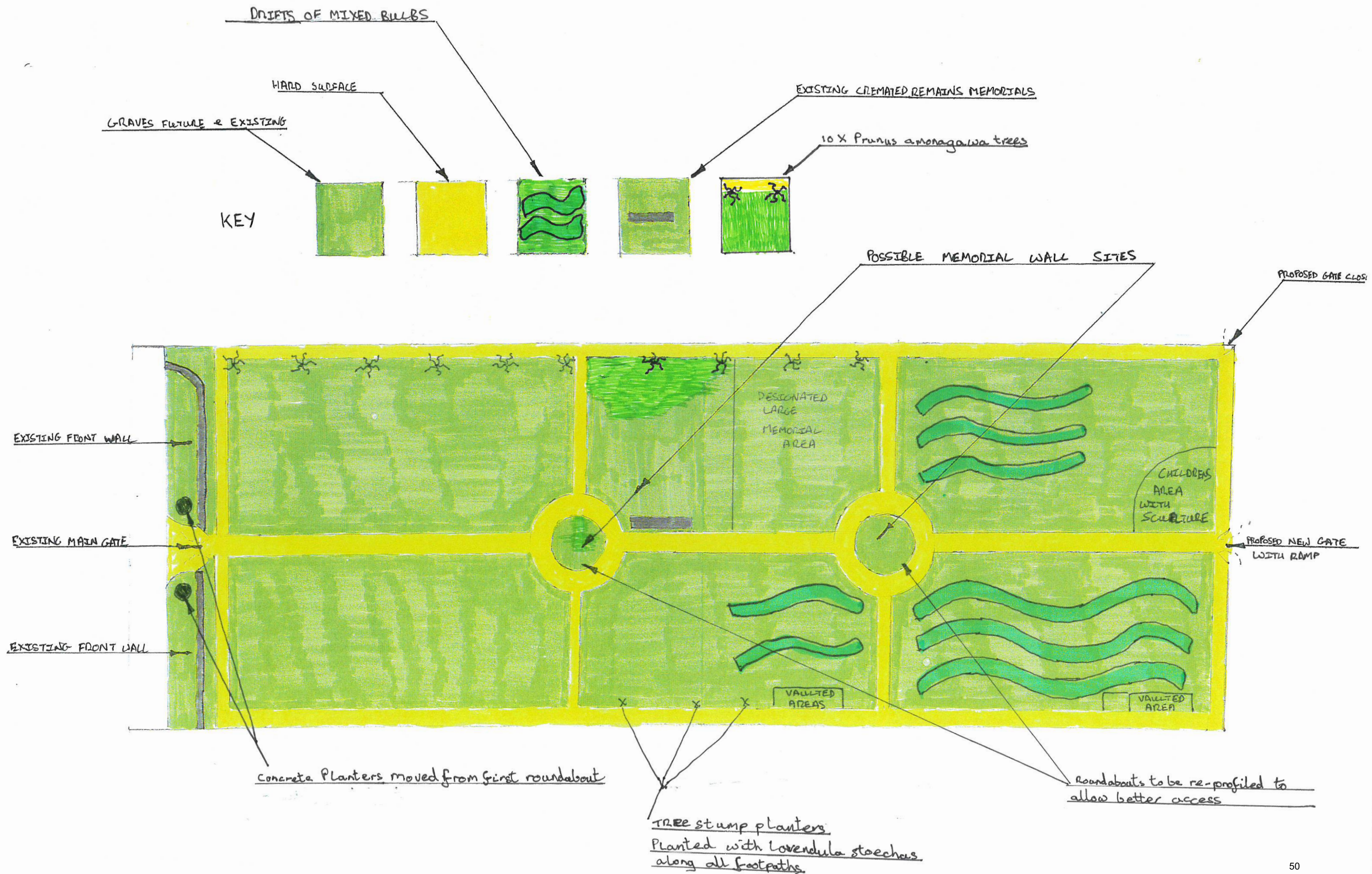
1. Know your town demography, death rates per annum and by type i.e. burials, cremations, ashes etc. BTC has approx 50 burials per annum.
2. BTC has under 200 Muslim registered families (187), relatively low but we can expect circa 2 burials per annum
3. Approx 80% of all deaths in BTC will be cremations so no direct business. But of the cremations, find out how many per annum result in follow on and return ash scattering and placing at charge.
4. The town has plenty of catholic communities, polish, irish, ukrainian etc who will all want burials
5. Speak with all the churches, mosques, synagogues etc to tell them we exist, offer our services and ask them their own data volumes and where deceased are going to. This will improve BTC market share.
6. If BTC runs out of cemetery space by 2040, it needs to plan now for maximising space at Stratton Cemetery and for purchasing new land. It also needs to look at old graves (i.e. over 75 years of no activity) at Drove Road, to turn into new burials. Hendon started doing this many years ago and is still running out of space but this work has extended the timeline.
7. **Turn every single area and space (horizontal vertical etc) into an income generating opportunity. I.e. trees are used for bird boxes owl boxes each with memorial plaques attached and at a charge and lease term**
8. **Create lots of tapered leases by year, type of vessel and size etc. Five years is ideal as this means lots of repeat income. V large matrix needed to capture all leases and prices by type.**
9. They were surprised at how cheap BTC burials charges are and queried why we do not charge more and also charge for other services like for DNA geneology requests, transfer of burial records from one family member to another one etc. They know there is big scope to boost BTC cemetery revenue.
10. Use all logs, branches etc and repurpose them into attractive vases and pots for plants. Hanging baskets good.
11. **Spend approx £1,000 on new bulbs for the grounds which blossom every single year, lavender plants, very effective**
12. Install rows along the back wall (football side) of many young cherry trees which blossom every year. Hendon has seen customers ask for graves near that area. Create a border of pretty trees to then install more grave rows in. We have one cherry tree which is staying.
13. Cemetery map needs to have zones by charging, like prime retail space. All zones need to be cost tapered for public to understand they pay premiums for better areas. This works very well at Hendon.
14. Ash scattering and storage is done very well using main types, each with varied pricing and tenure. A) Flat paving stones engraved in the past with details, raised up with ashes place underneath. B) single storage unit, c) double storage unit, d) triple storage unit, e) quadruple storage unit. All of these are 50cm to 1.5m high. F) vertical ashes memory walls only with small plaques (BTC could have 2 of these one per roundabout) and short leases of 5 years. G) vertical memory walls with storage (2 metres high). H) Hendon has one memory wall with a single embedded granite bench which works well. I) roadside very small ash memorials, placed side by side is a cheap pretty and effective way of edging all main roads and access paths. It can also stretch to several hundred memorials for space. One to 10 years lease.
15. Ensure all graves, memorials, plaques have private insurance cover and push this for family members upfront.
16. Green burials will be started in the new cemetery soon and charges are similar to normal burials.
17. **Create a large single zone called 'Family Tombs zone' which will include all types of denominations and cultures, traveller community, greek, spanish, caribbean, spanish etc. These will have large (up to 5 plots sold) footprints, be very visible, and must be H&S compliant via certification.** The result will be one area which does not have other grave types in it and hence will minimise future complaints. 4 plots can be sold for £30K, then building costs on top. Hendon made mistake of allowing a single large traveller tomb to be

built (£250K spent by family) and now have many complaints from surrounding families. Solution is to designate a large zone for the tombs approach.

18. Unique requests at Hendon are sometimes accommodated. Recently one islamic burial purchased 5 plots (£55K) and then spent circa £500K on a micro garden and vault in the islamic area. This was done in keeping with surrounding graves and has not had any complaints. 100 year lease.
19. Seek 3 quotes and one company which must be used based in Hull is 'Column Baria'. Visit Hull to see the operation first hand.
20. Their view is that on a limited project budget of approx £60K, it is possible to make big improvements to both appearance, policy changes, and income generation while keeping the public happy using the techniques they have shared.
21. In the medium term i.e. when space is running short, purchase new mausoleums, one unit of 12 vaults costs £20K and each of the 12 spaces is sold for £10K and 30 year lease. BTC town demand is low for this approach now but in future it is the only good solution to maximising space.
22. The family mausoleums (up to 4 vaults), 2 across by 2 high, cost £
23. Hendon has just purchased a new near plot of woodland (11.5 acres) for their new cemetery which is in planning and application phase. The current cemetery is nearly full and they are using the mausoleum approach which is very lucrative to extend available spaces.
24. Hendon recommends installing a childrens area and appropriate sculpture to mark its space.
25. **It is crucial that BTC policy needs to be reviewed in line with ICCM standards to become universal and fit for the future. Barnet Officers agreed for us to use their own excellent policy which they have shared. A review should be tabled once the specification is agreed and the project delivery is underway.**

STRATTON CEMETERY CHANGES (PROPOSED)

Appendix C



BIGGLESWADE TOWN COUNCIL
PLOS Committee Meeting 30th January 2024
Kitelands and Brunel Projects Update Report

Implications of Recommendations

Corporate Strategy: ENVIRONMENT: A Green Town: Consider the recommendations of the audit of play areas and how we might invest to improve those areas.

Finance: Kitelands is externally funded by the Tritax Symmetry community grant. Brunel is funded via a PWLB application to commence upon receipt of funds.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

Officers met with an external company on 10th August 2023 to agree the scope and outline for the Kitelands project and have since met routinely. Governance arrangements would be consistent with Town Council process. The first tranche of Community Grant funding (£57,700) would be provided to the Town Council as soon as a viable contractor had been selected following a tendering exercise. The Children's play area within the recreation ground would be completed first. The larger play area section would need to be approved by the company first before progressing and would receive the second tranche of funding (£92,700).

The two projects went to the PLOS Committee meeting on 2nd November and the following Town Council meeting on 14th November. Members discussed the reports and agreed to progress the Brunel project and

RESOLVED to accept the recommendations to go with the preferred bid which fully meets the tender specification criteria and for Officers to approach the winning bidder and keep the external partner informed on the project progress.

Summary

Kitelands Play Area:

Officers progressed the legal strand of the project with external legal support and signed a pre-agreement followed by an agreement with the winning contractor bid. External funds of £57,700 were received in early December and Officers placed a firm order with the winning bidder. The play equipment manufacture window is 12 weeks from order and the equipment is expected to arrive in late March 2023. A Mayor's announcement with Tritax Symmetry regarding the joint partnership has been put on the Town Council's website.

Brunel Drive Play Area:

Officers progressed this approved project with the winning bidder and have put legal advisors on notice. Following the November 2023 meeting, Officers simultaneously submitted the formal PWLB request for £44,994 to cover the quoted cost of the project. This was £4,239 below the original estimate of £49,233. Despite consistent engagement with the Debt Management Office (DMO) including resubmitted requested information in the last 9 weeks, a formal response remains pending.

Recommendations

That Members note the report.

Jonathan Woolley
Public Realm Manager

Karim Hosseini
Head of Governance & Strategic Partnerships

BIGGLESWADE TOWN COUNCIL
PLOS Committee Meeting 30th January 2024
Linear Wood & Saxon Gate Pocket Park Update Report

Implications of Recommendations

Corporate Strategy: A Green Town- Work with BRCC and Central Bedfordshire Council on the wider development and management of the Green Infrastructure Plan.

Finance: Incorporated within Public Realm team business as usual.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background:

The Linear Wood (LW) and Saxon Gate Pocket Park (SGPP) land transfers from Central Bedfordshire Council (CBC) to the Town Council has been underway for multiple years. In early 2023, Officers met with CBC Officers and post negotiation, agreed 25-year heads of terms leases for each area. Two rounds of joint site visits (second in June 2023) were conducted to understand the scale of the ongoing maintenance work and current condition.

CBC imposed a working deadline of 30th June 2023 for its legal team to provide the Town Council with the draft heads of terms leases and associated papers. Officers have routinely reported updates to PLOS and Town Council meetings as negotiations continued.

Summary:

In the intervening lull, Officers have warmed up the Town Council's legal counsel anticipating the advent of the two new draft leases. The PR Manager has routinely visited both sites to monitor conditions on the ground. Officers remain in contact with CBC Officers at a low level who have repeatedly told them that a further update is imminent since July 2023. More senior Officers have offered a similar pledge without providing any update. Recently, the Town Clerk has written to the Director with the assets portfolio for an update which is pending.

Once CBC has shared the two draft leases, CBC Officers continue to deliver maintenance works as per the maintenance schedule. CBC Officers have noted that any additional Town Council stipulated works (such as the replacement of the concrete barrier) will be conducted on 'a just in time basis' upon signing the leases. CBC Officers have suggested that it is the legal process delaying the transfer, as all the other aspects (condition and maintenance) have been agreed.

The transfer of LW and SGPP, once delivered, would be a significant green enhancement to the Town Council's span of control and boost the Green Wheel. CBC Officers have acknowledged that maintenance would be done to a higher standard by the Town Council PR team within its normal business activity. Prior to formal adoption a report will come back to Council.

Recommendation:

That Members note this report.

Karim Hosseini
Head of Governance & Strategic Partnerships

