



Ref: Agenda/Council – 13/02/2024

8th February 2024

Dear Sir/Madam

All Members of the Town Council are hereby summoned to the Council Meeting of Biggleswade Town Council that will take place on **Tuesday 13th February 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

Peter Tarrant
Town Clerk & Chief Executive

Distribution: All Town Councillors
Notice Boards
The Press

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. TOWN MAYOR'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_ywsNfBA0RbCPVNT8go_d7Q

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 Town Council Meeting held on **Tuesday 23rd January 2024** 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 **Tuesday 23rd January 2024**.

9. **ITEMS FOR CONSIDERATION**

a. **Grants Policy Update**

For Members to receive and consider a written report by the Head of Finance & Deputy RFO.

b. **Update to Financial Regulations**

For Members to receive and consider a written report by the Head of Finance & Deputy RFO.

c. **Jubilee Recreation Ground Report**

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

d. **Kitelands and Brunel Report**

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

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

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

f. **Land North Access Arrangements**

For Members to receive and consider the correspondence from Carter Jonas.

g. **Pre-Consult BIGG Green Wheel (Saxon Close & Baden Powell Way)**

For Members to receive and consider the correspondence from Central Bedfordshire Council.

h. **Street Trading Application: Ref. 33452**

For Members to receive and consider the correspondence from Central Bedfordshire Council for street trading consent application for the corner of Pegasus Drive and

Montgomery Way, Biggleswade. Comments should be made by the 15th of February.

10. PLANNING APPLICATIONS

You can view details of applications and related documentation such as application forms, site plans, drawings, decision notices and other supporting documents for planning applications on the Central Bedfordshire Council website. Click on the hyperlink (electronic copy) on the heading of each planning application listed below.

a. **CB/TCA/24/00038 - 1- 36 Claremont Court, Rose Lane, Biggleswade**

Works To Trees In A Conservation Area: Re-Pollard two Lime Trees and up to 30% Reduction to one additional Lime Tree, maintenance to uphold appearance.

b. **CB/24/00125/FULL - 22 Holme Court Avenue, Biggleswade, SG18 8PF**

Two storey front and side extensions.

c. **CB/24/00232/FULL - 29 Binder Place, Biggleswade, SG18 0RU**

Creation of a loft conversion with front and rear dormers. Erection of a two-storey side extension.

11. PLANNING APPLICATION OUTCOMES

- a. A report of the Planning Application Outcomes (by exception applications only) as of **Tuesday 6th February 2024.**

12. ACCOUNTS

a. **Financial Administration**

The Management Accounts report is attached in the agenda pack.

In addition, the usual financial documentation is available on the Council website as follows:

<https://biggleswadetowncouncil.gov.uk/about-the-council/finance-transparency-documents/>

- i) Balance Sheet to 31/01/24.
- ii) Detailed Income and Expenditure to 31/01/24.
- iii) Payment Listing from 01/01/24 to 31/01/24.
- iv) Summary Income and Expenditure to 31/01/24.

13. ITEMS FOR INFORMATION

a. **CBC Traffic Management Meeting**

For Members to note the action items arising from the CBC meeting.

b. **The Red Lion, 1 London Road, Biggleswade, SG18 8ED**

For Members to note the outcome of the planning appeal hearing for The Red Lion.

14. 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_ywsNfBA0RbCPVNT8qo_d7Q

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**.

15. 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. (Market Square & Wider Town Centre Vision 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 TOWN COUNCIL MEETING
HELD ON TUESDAY 23rd JANUARY 2024
AT 7.00PM AT BIGGLESWADE TOWN COUNCIL OFFICES
THE OLD COURT HOUSE, 4 SAFFRON ROAD, BIGGLESWADE, SG18 8DL

PRESENT:

Cllr M Foster (Mayor)
Cllr I Agnew
Cllr G Barrett
Cllr J Jones
Cllr M North
Cllr M Russell
Cllr A Skilton
Cllr D Strachan
Cllr C Thomas
Cllr J Woodhead

Mr P Tarrant – Town Clerk & Chief Executive
Mr K Hosseini – Head of Governance & Strategic Partnerships
Mr R Youngs – Finance 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 Mayor 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 Mayor 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 D Albone, Cllr P Guilcher, Cllr M Knight, Cllr S Sajid.

b. REMOTE ATTENDANCE

Cllr S Patel.

2. DECLARATIONS OF INTEREST

a. Disclosable Pecuniary interests in any agenda item:

None.

b. Non-Pecuniary interests in any agenda item:

None.

3. **TOWN MAYOR'S ANNOUNCEMENTS**

None

4. **PUBLIC OPEN SESSION**

No member of the public wished to speak.

5. **INVITED SPEAKER**

No speaker was invited.

6. **MEMBERS' QUESTIONS**

There were no Members' questions.

7. **MINUTES AND RECOMMENDATIONS OF MEETINGS**

- a. P9. Accounts. Cllr Strachan asked that the minutes were reworded to say:

Members **RESOLVED** to note the Management Accounts report as attached in the agenda pack.

In addition, the usual financial documentation is available on the Council website.

Subject to these amendments the Minutes were **APPROVED** as an accurate record of the Town Council Meeting held on Tuesday 9th January 2024.

- b. Members **NOTED** the minutes of the Finance & General Purposes Committee held on Tuesday 16th January 2024.

8. **MATTERS ARISING**

P7. Matters arising. Cllr Strachan asked if any developments had been made with regards to the three items under Matters Arising in the last set of minutes.

Cllr Strachan asked if any developments had been made regarding a meeting with Mr Jones connected to the 5km run. The Head of Governance & Strategic Partnerships indicated that Officers were going through the event document before consulting with Central Bedfordshire Council Safety Advisory Group. Cllr Strachan asked that the document, once confirmed, comes back to a Council agenda.

With regards to the Jerk Hub, the Head of Governance & Strategic Partnerships pointed out that he had received no response from CBC with regards the Council's objections.

In relation to the invitation to a Rights of Way Officer to attend a Council meeting, the Head of Governance & Strategic Partnerships noted that an invitation had been extended and a suitable time was being arranged.

P8. Item 9d. Cllr Skilton asked if CBC and the River Authority had been notified of the Council's resolution asking for remedial work along footpaths and the riverbanks.

The Head of Governance & Strategic Partnerships indicated that Officers have responded to CBC with the Council's resolution but had not yet received any feedback.

9. **ITEMS FOR CONSIDERATION**

a. **Precept Report 2024 - 2025**

Ahead of discussions, both the Mayor and the Chairman of Finance & General Purposes Committee publicly acknowledged and thanked Officers and Members for the huge amount of work that they had put into the preparation of the documentation for the Precept, and Budget process.

The Mayor noted that following the F&GP Meeting held on the 16th of January, Members were happy with the documents provided.

Following discussions Members **RESOLVED** to accept the recommendation to agree a precept of £1,625,930, for the 2024/2025 financial year, an increase of 5.5% on the current year, or £10.64 for a Band D property.

10. **PLANNING APPLICATIONS**

a. **CB/23/02195/FULL - The Plough House, London Road, Biggleswade, SG18 9TB**

Demolition of 2 existing buildings and removal of pre-existing mobile home. Change of use of the land for the creation of 7 Gypsy/Traveller Pitches, comprising the siting of 7 static caravans (net 6) and 7 touring caravans alongside the erection of 1 dayroom.

The Town Council has **NO OBJECTION** to this application, subject to consultation with neighbours and consideration of their comments and ask that the following points are taken into consideration:

- National Highways are appropriately consulted on particularly the access and egress from this site.
- The tree line and where the trees are going to be planted are considered.
- The views of Officers to be taken into account regarding the proximity to the A1.

b. **CB/TRE/24/00011 - Beaumont Park Nursing Home, Shortmead Street, Biggleswade, SG18 0AT**

Works to tree protected by Tree Preservation Order MB/88/00004 and in a Conservation Area: Overall crown reduction of 3m to suitable secondary growth points leaving the tree finish dimensions 18 m height 7m radius to London Plane (T1). To prevent future failure of overextended limbs, reduce the weight loading on the large limb and to clear the fabric of the building.

The Town Council has **NO OBJECTION** to this application, subject to consultation with neighbours and consideration of their comments and subject to the views of the Arboreal Officer.

c. **CB/24/00060/REG3 - Edward Peake School, Potton Road, Biggleswade, SG18 0EJ**

Erection of a new sports hall /activity space, new MUGA and associated external works and landscaping.

The Town Council has **NO OBJECTION** to this application, subject to consultation with neighbours and consideration of their comments but ask that the following points are taken into consideration:

- Concern around the proximity to residents in the area.
- Concern about the impact of lighting from the new sports facilities to residents around there.
- To ensure that a contact is available for residents to call if they have any queries during the building phase.
- All consideration is given to residents during construction.
- To ensure that acoustic fencing is in place in advance of the development.

d. **CB/23/01105/FULL - Unit P, A1 London Retail Park, London Road, Biggleswade, SG18 8NE**

The applicants have been unable to provide a swept plan but have advised that collections mainly take place between Monday and Friday, rarely on a weekend unless there have been a significant volume of cars purchased on a Friday or Saturday. They look to attend at around 10am when the branch opens and try to avoid busy times so that they can park close to the branch in the adjacent parking bays.

Previously on the agenda: 08/08/2023 - Stationing of a pod to the car park (for We Buy Any Car) retrospective.

Members previously **OBJECTED** to this planning application on the grounds that:

- There will be a loss of parking spaces.
- There is potential risk to public safety due to the transporters loading and unloading within the main car park deliveries for all other businesses on the retail park take place in designated loading areas away from the public.

The Town Council **WITHDRAWS** its objection to this planning application; but will monitor this for the future as it does not believe it is appropriate for a retail park.

The Town Council wishes that timings should be enforced outside of the main retail hours.

11. **PLANNING APPLICATION OUTCOMES**

This report was **NOTED**.

12. **ACCOUNTS**

a. **Financial Administration**

There were no current accounts available for this meeting.

13. **ITEMS FOR INFORMATION**

a. **Upcoming Roadworks on A1 Biggleswade to A1M junction 10**

Members discussed the correspondence from AtkinsRéalis with regards to the upcoming roadworks.

Members **NOTED** the correspondence but asked that Officers contact the company to ask if the surfacing to be carried out is the newer, quieter surfacing.

14. PUBLIC OPEN SESSION

No one from the public wished to speak.

15. EXEMPT

- a. None.

The Mayor closed the meeting at **7.25pm**

BIGGLESWADE TOWN COUNCIL
Town Council 13th February 2024
Grants Policy update

Implications of Recommendations

Corporate Strategy: Good Governance – ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

Finance: Framework to award available budget to support operation and development of Community Clubs, Charities and other organisations in Biggleswade.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background:

Biggleswade Town Council awards grants for the significant contribution that Community Clubs, Charities and other organisations make to enrich and improve the quality of life for so many residents in the town. The Town Council has in place a Grants Policy, last updated in October 2023, for clarity on the procedural rules.

During the recent Precept meetings, Members considered when the second tranche of Grants should be paid. At present, second tranche Grant applications are considered in March but actually paid in the subsequent financial year. This makes it difficult to assess how much budget can be allocated to the second tranche. Ideally, the second tranche would be drawn from the year's budget in which the applications are being considered.

In order to progress this change, the current policy will need two small changes:

- a) on page two under Second Cycle, the sentence "April – Applicants informed of the outcome" to read "Mid-March – Applicants informed of the outcome".
- b) on page two under Second Cycle, the sentence "April – Applicants informed of the outcome" to read "Late March – Grants paid to the successful applicants".

Recommendation:

Officers recommend changing the deadline date of the second tranche to the 28th February and for Members to approve the associated changes to the Grants Policy.

Rob Youngs
Head of Finance and Deputy RFO

Appendix A: Current Grant Policy, adopted 10th October, 2023



Biggleswade Town Council

GRANTS POLICY

Grants to Local Charities, Community Groups and Organisations

Biggleswade Town Council (BTC) acknowledges the significant contribution that community clubs, charities and other organisations make to enrich and improve the quality of life of so many residents in Biggleswade. BTC has funds available to support the operation and development of these highly valued services.

Grant applications will be invited twice yearly via the Council Website and Social Media Channels. Community groups and organisations that applied for grants during the previous municipal year will also be notified by email that the grant application period is open.

Powers to award grants are given under General Powers of Competence or by virtue of section 137 of the Local Government Act 1972 or specifically authorised under other legislation (e.g. for community transport schemes).

Application Process

Applicants need to be aware that the Council receives a high volume of requests. and will not award grants in excess of the annual budget for this purpose.

Grants will only be made to cover activities that benefit all or some residents of Biggleswade. The Council will not normally award grants;

- for costs that could reasonably be expected to be funded from other sources, including from membership subscriptions.
- to contribute towards the costs of advertising charities or national charity appeals or activities. Local branches of national charities may apply for support for specific projects which benefit the residents of Biggleswade.
- to political parties
- to commercial organisations.

Particular consideration will be given to applications for extraordinary expenditure such as a capital project.

Previous successful applicants will be contacted and be invited to apply again at the beginning of each grant cycle.

To apply, an application form is to be completed and submitted by the deadline specifies in 'Important Dates' below. Applicants will be required to explain, and provide evidence if available, as follows:

- the number of Biggleswade residents who would benefit from the grant.
- a copy of the group or organisation's most recent set of accounts and

- to undertake to keep an accurate record of the way in which the grant is spent.

The Town Council will inform each applicant of the outcome of their application as soon as practical. Payment of grants will be made by bank transfer to an account in the organisation's name. Payment to personal bank accounts will not be permitted.

Important dates

Applications are to be considered on a twice yearly basis by the Finance & General Purposes Committee in accordance with the following calendar:

First cycle

June – Applications invited in the local press, the council's website and other appropriate media (e.g. Facebook). Previous recipients of a grant will also be contacted directly.

June to August - Submission of grant applications to be made to the Town Council. The deadline for receipt of applications is 31 August.

September – Consideration of Grant Applications by the Finance & General Purposes Committee. The Committee can approve grants to a maximum of £2,000 and recommend to Council for grants above £2,000.

October - Applicants informed of the outcomes and grants are then paid to the successful applicants.

Second cycle

October – Applications invited in the local press, the council's website and other appropriate media (e.g. Facebook). Previous recipients of a grant will also be contacted directly.

October to February - Submission of grant applications to be made to the Town Council. The deadline for receipt of applications is 28 February.

March – Consideration of Grant Applications by the Finance & General Purposes Committee. The Committee can approve grants to a maximum of £2,000 and recommend to Council for grants above £2,000.

April - Applicants informed of the outcomes.

April - Grants are paid to the successful applicants.

Interim applications

Any out of cycle applications will be considered in the next cycle and be referred to as interim applications.

The forgoing cycle is proposed initially for the financial year 2023/24. Further review of critical dates for future years should be programmed for consideration by the Finance & General Purposes Committee at the appropriate time.

Finance & General Purposes Committee

October 2023

BIGGLESWADE TOWN COUNCIL
Town Council 13th February 2024
Update to Financial Regulations

Implications of Recommendations

Corporate Strategy: Good Governance - ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

Finance: Compliance with Internal audit report.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The Council's Financial Regulations were last updated on the 5th December, 2023. Since then, on the 16th January, 2024, a report was delivered to the Finance and General Purposes Committee regarding sanctioning the Head of Finance and Deputy RFO having a back-up credit card to the Town Clerk and Chief Executive's main credit card. Members agreed upon this. It was further discussed at the time that the Financial Regulations would need to be slightly adjusted to reflect this change.

Members raised an additional point that documents such as the Financial Regulations should not be updated too frequently as this is time-consuming on both Members and Officers. For this reason, it was requested that Officers ensure that any further possible changes are considered at the same time. The Town Clerk and Chief Executive and the Head of Finance and Deputy RFO have consequently thoroughly reviewed the whole Financial Regulations document.

Fig 1: Suggested changes to the current Financial Regulations

Change Number	Current section requiring updating	Suggested amendment
1	6.16 – “Any Debit Card issued for use will be specifically restricted to the Clerk...”	“Any Credit Card issued for use will be specifically restricted to the Clerk and Deputy RFO...”
2	5.2 – “The RFO shall prepare a schedule of payments...”	“The RFO and finance team shall prepare a schedule of payments...”
3	10.1 – “An official order or letter shall be issued for all work...”	“A purchase order shall be issued for all work...”
4	10.2 – “Order books shall be controlled by the RFO.”	“All purchase order requests shall be considered by the RFO after a review of available budget by the Deputy RFO.”
5	15.2 – “The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.”	The Clerk shall give prompt notification to the Deputy RFO of all new risks, properties or vehicles requiring insurance and of any alterations affecting existing insurances.”
6	After 7.7 and 13.4 there is double spacing.	Change the space after 7.7 and 13.4 to single spacing.
7	Most times “Members” is written it has a capital M, but not all.	Ensure that all times “Members” is written it has a capital M.

Recommendation:

That Members agree to changes detailed in Figure 1.

Rob Youngs
Head of Finance and Deputy RFO

Appendix A – current Financial Regulations 05.12.2023.



BIGGLESWADE TOWN COUNCIL FINANCIAL REGULATIONS

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Instructions for the making of payments	9
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These Financial Regulations were adopted by the Council at its meeting held on 05.12.2023.

1. General

1.1. These financial regulations govern the conduct of financial management by the Council and may only be amended or varied by resolution of the Council. Financial regulations are one of the Council's three governing policy documents providing procedural guidance for members and officers. Financial regulations must be observed in conjunction with the Council's standing orders and any individual financial regulations relating to contracts.

1.2. The Council is responsible in law for ensuring that its financial management is adequate and effective and that the Council has a sound system of internal control which facilitates the effective exercise of the Council's functions, including arrangements for the management of risk.

1.3. The Council's accounting control systems must include measures:

- for the timely production of accounts;
- that provide for the safe and efficient safeguarding of public money;
- to prevent and detect inaccuracy and fraud; and
- identifying the duties of officers.

1.4. These financial regulations demonstrate how the Council meets these responsibilities and requirements.

1.5. At least once a year, prior to approving the Annual Governance Statement, the Council must review the effectiveness of its system of internal control which shall be in accordance with proper practices.

1.6. Deliberate or wilful breach of these Regulations by an employee may give rise to disciplinary proceedings.

1.7. Members of Council are expected to follow the instructions within these Regulations and not to entice employees to breach them. Failure to follow instructions within these Regulations brings the office of Councillor into disrepute.

1.8. The Responsible Financial Officer (RFO) holds a statutory office to be appointed by the Council. The Clerk has been appointed as RFO for this Council and these regulations will apply accordingly.

1.9. The RFO;

- acts under the policy direction of the Council;
- administers the Council's financial affairs in accordance with all Acts, Regulations and proper practices;
- determines on behalf of the Council its accounting records and accounting control systems;
- ensures the accounting control systems are observed;
- maintains the accounting records of the Council up to date in accordance with proper practices;

- assists the Council to secure economy, efficiency and effectiveness in the use of its resources; and
- produces financial management information as required by the Council.

1.10. The accounting records determined by the RFO shall be sufficient to show and explain the Council's transactions and to enable the RFO to ensure that any income and expenditure account and statement of balances, or record of receipts and payments and additional information, as the case may be, or management information prepared for the Council from time to time comply with the Accounts and Audit Regulations¹.

1.11. The accounting records determined by the RFO shall in particular contain:

- entries from day to day of all sums of money received and expended by the Council and the matters to which the income and expenditure or receipts and payments account relate;
- a record of the assets and liabilities of the Council; and
- wherever relevant, a record of the Council's income and expenditure in relation to claims made, or to be made, for any contribution, grant or subsidy.

1.12. The accounting control systems determined by the RFO shall include:

- procedures to ensure that the financial transactions of the Council are recorded as soon as reasonably practicable and as accurately and reasonably as possible;
- procedures to enable the prevention and detection of inaccuracies and fraud and the ability to reconstruct any lost records;
- identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers in relation to significant transactions. The principle of separation of duties will be observed wherever possible in respect of financial transactions;
- procedures to ensure that uncollectable amounts, including any bad debts are not submitted to the Council for approval to be written off except with the approval of the RFO and that the approvals are shown in the accounting records; and
- measures to ensure that risk is properly managed.

1.13. The Council is not empowered by these Regulations or otherwise to delegate certain specified decisions. In particular any decision regarding:

- setting the final budget or the precept (council tax requirement);
- approving accounting statements;
- approving an annual governance statement;
- borrowing;
- writing off bad debts;
- declaring eligibility for the General Power of Competence; and
- addressing recommendations in any report from the internal or external auditors,

¹ Accounts and Audit (England) Regulations 2011/817

shall be a matter for the full Council only.

1.14. In addition, the Council must:

- determine and keep under regular review the bank mandate for all Council bank accounts;
- approve any grant or a single commitment in excess of £2000; and
- in respect of the annual salary for any employee have regard to recommendations about annual salaries of employees made by the relevant committee in accordance with its terms of reference.

1.15. In these financial regulations, references to the Accounts and Audit Regulations or 'the regulations' shall mean the regulations issued under the provisions of section 27 of the Audit Commission Act 1998, or any superseding legislation, and then in force unless otherwise specified.

In these financial regulations the term 'proper practice' or 'proper practices' shall refer to guidance issued in *Governance and Accountability for Local Councils - a Practitioners' Guide (England)* issued by the Joint Practitioners Advisory Group (JPAG).

2. Accounting and audit (internal and external)

2.1. All accounting procedures and financial records of the Council shall be determined by the RFO in accordance with the Accounts and Audit Regulations, appropriate guidance and proper practices.

2.2. On a regular basis, at least once in each quarter, and at each financial year end, a member other than the Chairman [or a cheque signatory] shall be appointed to verify bank reconciliations (for all accounts) produced by the RFO. The member shall sign the reconciliations and the original bank statements (or similar document) as evidence of verification. This activity shall on conclusion be reported, including any exceptions, to and noted by the Council [Finance Committee].

2.3. The RFO shall complete the annual statement of accounts, annual report, and any related documents of the Council contained in the Annual Return (as specified in proper practices) as soon as practicable after the end of the financial year and having certified the accounts shall submit them and report thereon to the Council within the timescales set by the Accounts and Audit Regulations.

2.4. The Council shall ensure that there is an adequate and effective system of internal audit of its accounting records, and of its system of internal control in accordance with proper practices. Any officer or member of the Council shall make available such documents and records as appear to the Council to be necessary for the purpose of the audit and shall, as directed by the Council, supply the RFO, internal auditor, or external auditor with such information and explanation as the Council considers necessary for that purpose.

2.5. The Council's system of internal controls shall cover the following:

- Appointment of the Proper Officer & Responsible Financial Officer;

- Proper book-keeping and financial reporting arrangements;
- Financial Regulations & Standing Orders;
- Payment Controls (including use of Internet Banking);
- Risk Management Arrangements;
- Budgetary Controls;
- Income Controls;
- Petty Cash Controls;
- Payroll Controls;
- Capital Controls (covering asset management, investment & borrowings);
- Bank Reconciliation;
- Other areas identified from time to time in risk assessments

2.6. The internal auditor shall be appointed by and shall carry out the work in relation to internal controls required by the Council in accordance with proper practices.

2.7. The internal auditor shall:

- be competent and independent of the financial operations of the Council;
- report to Council in writing, or in person, on a regular basis with a minimum of one annual written report during each financial year;
- to demonstrate competence, objectivity and independence, be free from any actual or perceived conflicts of interest, including those arising from family relationships; and
- has no involvement in the financial decision making, management or control of the Council

2.8. Internal or external auditors may not under any circumstances:

- perform any operational duties for the Council;
- initiate or approve accounting transactions; or
- direct the activities of any Council employee, except to the extent that such employees have been appropriately assigned to assist the internal auditor.

2.9. For the avoidance of doubt, in relation to internal audit the terms 'independent' and 'independence' shall have the same meaning as is described in proper practices.

2.10. The RFO shall make arrangements for the exercise of electors' rights in relation to the accounts including the opportunity to inspect the accounts, books, and vouchers and display or publish any notices and statements of account required by Audit Commission Act 1998, or any superseding legislation, and the Accounts and Audit Regulations.

2.11. The RFO shall, without undue delay, bring to the attention of all Councillors any correspondence or report from internal or external auditors.

3. Annual estimates (budget) and forward planning

3.1. The RFO must each year, by no later than November, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the [relevant committee and the] Council.

3.3. The Council shall consider annual budget proposals in relation to the Council's three year forecast of revenue and capital receipts and payments including recommendations for the use of reserves and sources of funding and update the forecast accordingly.

3.4. The Council shall fix the precept (council tax requirement), and relevant basic amount of Council tax to be levied for the ensuing financial year not later than by the end of January each year. The RFO shall issue the precept demand to the billing authority and shall supply each member with a copy of the approved annual budget.

3.5. The approved annual budget shall form the basis of financial control for the ensuing year.

4. Budgetary control and authority to spend

4.1. Expenditure on revenue items may be authorised up to the amounts included for that class of expenditure in the approved budget. This authority is to be determined by:

- the Council for all items over £30,000;
- the Town Clerk, in conjunction with the Chair of the appropriate committee for items £15,00 - £30,000
- the Town Clerk for items up to £15,000

Such authority is to be evidenced by a minute or by an authorisation slip duly signed by the Town Clerk, and where necessary also by the appropriate Chair.

Contracts may not be disaggregated to avoid controls imposed by these regulations.

4.2. No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the Council, or duly delegated committee. During the budget year and with the approval of Council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate ('virement').

4.3. Unspent provisions in the revenue or capital budgets for completed projects shall not be carried forward to a subsequent year.

4.4. The salary budgets are to be reviewed at least annually in October for the following financial year and such review shall be evidenced by a hard copy schedule signed by the Clerk and the Chair of Council or relevant committee. The RFO will inform committees of any changes impacting on their budget requirement for the coming year in good time.

4.5. In cases of extreme risk to the delivery of Council services, the clerk may authorise revenue expenditure on behalf of the Council which in the clerk's judgement it is necessary to carry out. Such expenditure includes repair, replacement or other work, whether or not there is any budgetary provision for the expenditure, subject to a limit of £10000. The Clerk shall report such action to the Chair as soon as possible and to the Council as soon as practicable thereafter.

4.6. No expenditure shall be authorised in relation to any capital project and no contract entered into or tender accepted involving capital expenditure unless the Council is satisfied that the necessary funds are available and the requisite borrowing approval has been obtained.

4.7. All capital works shall be administered in accordance with the Council's Standing Orders and Financial Regulations relating to contracts.

4.8. The RFO shall regularly provide the Council with a statement of receipts and payments to date under each head of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget. These statements are to be prepared monthly presented at the end of each financial quarter to Council and shall show explanations of material variances. For this purpose "material" shall be in excess of or 15% of the budget.

4.9. Changes in earmarked reserves shall be approved by Council as part of the budgetary control process.

5. Banking arrangements and authorisation of payments

5.1. The Council's banking arrangements, including the bank mandate, shall be made by the RFO and approved by the Council; banking arrangements may not be delegated to a committee. They shall be regularly reviewed for safety and efficiency.

5.2. The RFO shall prepare a schedule of payments requiring authorisation by two of the Council's Authorised Signatories. The Authorised Signatories shall review the schedule for compliance and, having satisfied itself shall authorise payment by signing the schedule. This shall be deemed as authorisation by the RFO or Town Clerk to activate the electronic payments using the Council's Electronic Banking System. At every Council meeting the RFO shall present a full list of payments which have been authorised by the Authorised Signatories for formal ratification.

5.3. All invoices for payment shall be examined, verified and certified by the RFO to confirm that the work, goods or services to which each invoice relates has been received, carried out, examined and represents expenditure previously approved by the Council.

5.4. The RFO shall examine invoices for arithmetical accuracy and analyse them to the appropriate expenditure heading. The RFO shall take all steps to pay all invoices submitted.

5.5. The Town Clerk (with the exception of 4.5 above) and RFO shall have delegated authority to authorise the payment of items only in the following circumstances:

- a) If a payment is necessary to avoid a charge to interest under the Late Payment of Commercial Debts (Interest) Act 1998, and the due date for payment is before the next scheduled Meeting of Council, where the Clerk and RFO certify that there is no dispute or other reason to delay payment, provided that a list of such payments shall be submitted to the next appropriate meeting of Council [or finance committee];
- b) An expenditure item authorised under 5.6 below (continuing contracts and obligations) provided that a list of such payments shall be submitted to the next appropriate meeting of Council [or finance committee]; or
- c) Fund transfers within the Councils banking arrangements.

5.6. For each financial year the Clerk and RFO shall draw up a list of due payments which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation (such as but not exclusively) Salaries, PAYE and NI, Superannuation Fund and regular maintenance contracts and the like for which Council may authorise payment for the year provided that the requirements of regulation 4.1 (Budgetary Controls) are adhered to, provided also that a list of such payments shall be submitted to the next appropriate meeting of Council.

5.7. A record of regular payments made under 5.6 above shall be drawn up and be signed by two members on each and every occasion when payment is authorised - thus controlling the risk of duplicated payments being authorised and / or made.

5.8. In respect of grants a duly authorised committee shall approve expenditure within any limits set by Council and in accordance with any policy statement approved by Council. Any Revenue or Capital Grant in excess of £2,000 shall before payment, be subject to ratification by resolution of the Council.

5.9. Members are subject to the Code of Conduct that has been adopted by the Council and shall comply with the Code and Standing Orders when a decision to authorise or instruct payment is made in respect of a matter in which they have a disclosable pecuniary or other interest, unless a dispensation has been granted.

5.10. The Council will aim to rotate the duties of members in these Regulations so that onerous duties are shared out as evenly as possible over time.

5.11. Any changes in the recorded details of suppliers, such as bank account records, shall be approved in writing by the RFO.

5.12. The Council shall retain a file with the details of all suppliers whose invoices are paid by regular Direct Debit. The nominated Councillor in 2.2 above shall take a random sample of invoices to ensure that the details match those held in the Council's accounting software

5.13. Bank Statements shall be received on a regular basis and reconciled with the Council's Cashbook. A copy of the Bank Reconciliation for each month shall be presented to the Council as part of a monthly Financial Report.

6. Instructions for the making of payments

6.1. The Council will make safe and efficient arrangements for the making of its payments.

6.2. Following authorisation under Financial Regulation 5 above, the Council, a duly delegated committee or, if so delegated, the Clerk or RFO shall give instruction that a payment shall be made.

6.3. All payments shall be affected by cheque or other instructions to the Council's bankers, or otherwise, in accordance with a resolution of Council [or duly delegated committee].

6.4. Due to the volume of payments from the Council's bank, the primary method of payment shall be via electronic banking as set out in 5.2 above. The schedule of payments shall be signed by two Authorised Signatories and those schedules shall then be presented to the next Council meeting for ratification

6.5. In the event that a payment is required by cheque, they shall be signed by two Authorised Signatories. To indicate agreement between the details shown on the cheque and the invoice or other supporting documentation, the signatories shall each also initial the cheque counterfoil.

6.6. If thought appropriate by the Council, payment for utility supplies (energy, telephone and water) and any National Non-Domestic Rates may be made by variable direct debit provided that the instructions are signed by two Authorised Signatories and any payments are reported to Council as made. The approval of the use of a variable direct debit shall be renewed by resolution of the Council at least every two years.

6.7. If thought appropriate by the Council, payment for certain items may be made by banker's Standing Order provided that the instructions are signed, or otherwise evidenced by two Authorised Signatories are retained and any payments are reported to Council as made. The approval of the use of a banker's Standing Order shall be renewed by resolution of the Council at least every two years.

6.8. If thought appropriate by the Council, payment for certain items may be made by BACS or CHAPS methods provided that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories, are retained and any payments are reported to Council as made. The approval of the use of BACS or CHAPS shall be renewed by resolution of the Council at least every two years.

6.9. If thought appropriate by the Council payment for certain items may be made by internet banking transfer provided evidence is retained showing which members approved the payment.

6.10. No employee or Councillor shall disclose any PIN or password, relevant to the working of the Council or its bank accounts, to any person not authorised in writing by the Council or a duly delegated committee.

6.11. Regular back-up copies of the records on any computer shall be made and shall be stored securely away from the computer in question, and preferably remotely.

6.12. The Council, and any members using computers for the Council's financial business, shall ensure that anti-virus, anti-spyware and firewall software with automatic updates, together with a high level of security, is used.

6.13. Where internet banking arrangements are made with any bank, the RFO shall be appointed as the Service Administrator. The bank mandate approved by the Council shall identify a number of Councillors who will be authorised to approve transactions on those accounts.

6.14. Access to any internet banking accounts will be directly to the access page (which may be saved under "favourites"), and not through a search engine or e-mail link. Remembered or saved passwords facilities must not be used on any computer used for Council banking work. Breach of this Regulation will be treated as a very serious matter under these regulations.

6.15. Changes to account details for suppliers, which are used for internet banking may only be changed on written hard copy notification by the supplier and supported by authority for change signed by two Authorised Signatories. A programme of regular checks of standing data with suppliers will be followed.

6.16. Any Debit Card issued for use will be specifically restricted to the Clerk and will also be restricted to a single transaction maximum value of £5000 unless authorised by Council.

6.17. A pre-paid debit card may be issued to employees with varying limits. These limits will be set by the Council. Transactions and purchases made will be reported to the Council and authority for topping-up shall be at the discretion of the Council.

6.18. Any corporate credit card or trade card account opened by the Council will be specifically restricted to use by the Clerk and shall be subject to automatic payment in full at each month-end. Personal credit or debit cards of members or staff shall not be used under any circumstances.

6.19. The RFO may provide petty cash to officers for the purpose of defraying operational and other expenses. Vouchers for payments made shall be forwarded to the RFO with a claim for reimbursement.

a) The RFO shall maintain a petty cash float of £300 for the purpose of defraying operational and other expenses. Vouchers for payments made from petty cash shall be kept to substantiate the payment.

b) Income received must not be paid into the petty cash float but must be separately banked, as provided elsewhere in these regulations.

c) Payments to maintain the petty cash float shall be shown separately on the schedule of payments presented to Council under 5.2 above.

7. Payment of salaries

7.1. As an employer, the Council shall make arrangements to meet fully the statutory requirements placed on all employers by PAYE and National Insurance legislation. The payment of all salaries shall be made in accordance with payroll records and the rules of PAYE and National Insurance currently operating, and salary rates shall be as agreed by Council, or duly delegated committee.

7.2. Payment of salaries and payment of deductions from salary such as may be required to be made for tax, national insurance and pension contributions, or similar statutory or discretionary deductions must be made in accordance with the payroll records and on the appropriate dates stipulated in employment contracts, provided that each payment is reported to the next available Council meeting, as set out in these regulations above.

7.3. No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the Council.

7.4. Each and every payment to employees of net salary and to the appropriate creditor of the statutory and discretionary deductions shall be recorded in a separate confidential record (confidential cash book). This confidential record is not open to inspection or review (under the Freedom of Information Act 2000 or otherwise) other than:

- a) by any Councillor who can demonstrate a need to know;
- b) by the internal auditor;
- c) by the external auditor; or
- d) by any person authorised under Audit Commission Act 1998, or any superseding legislation.

7.5. The total of such payments in each calendar month shall be reported with all other payments as made as may be required under these Financial Regulations, to ensure that only payments due for the period have actually been paid.

7.6. An effective system of personal performance management should be maintained for the senior officers.

7.7. Any termination payments shall be supported by a clear business case and reported to the Council. Termination payments shall only be authorised by Council.

8. Loans and investments

8.1. All borrowings shall be affected in the name of the Council, after obtaining any necessary borrowing approval. Any application for borrowing approval shall be approved by Council as to terms and purpose. The application for borrowing approval, and subsequent arrangements for the loan shall only be approved by Full Council.

8.2. Any financial arrangement which does not require formal borrowing approval from the Secretary of State/Welsh Assembly Government (such as Hire Purchase or Leasing of tangible assets) shall be subject to approval by the Full Council. In each case a report in writing shall be provided to Council in respect of value for money for the proposed transaction.

8.3. The Council will arrange with the Council's banks and investment providers for the sending of a copy of each statement of account to the RFO.

8.4. All loans and investments shall be negotiated in the name of the Council and shall be for a set period in accordance with Council policy.

8.5. The Council shall consider the need for an Investment Strategy and Policy which, if drawn up, shall be in accordance with relevant regulations, proper practices and guidance. Any Strategy and Policy shall be reviewed by the Council at least annually.

8.6. All investments of money under the control of the Council shall be in the name of the Council.

8.7. All investment certificates and other documents relating thereto shall be retained in the custody of the RFO.

8.8. Payments in respect of short term or long-term investments, including transfers between bank accounts held in the same bank, or branch, shall be made in accordance with Regulation 5 (Authorisation of payments) and Regulation 6 (Instructions for payments).

9. Income

9.1. The collection of all sums due to the Council shall be the responsibility of and under the supervision of the RFO.

9.2. Particulars of all charges to be made for work done, services rendered or goods supplied shall be agreed annually by the Council, notified to the RFO and the RFO shall be responsible for the collection of all accounts due to the Council.

9.3. The Council will review all fees and charges at least annually, following a report of the Town Clerk.

9.4. Any sums found to be irrecoverable and any bad debts shall be reported to the Council and shall be written off in the year.

9.5. All sums received on behalf of the Council shall be banked intact as directed by the RFO. In all cases, all receipts shall be deposited with the Council's bankers with such frequency as the RFO considers necessary.

9.6. The origin of each receipt shall be entered on the paying-in slip.

9.7. Personal cheques shall not be cashed out of money held on behalf of the Council.

9.8. The RFO shall promptly complete any VAT Return that is required. Any repayment claim due in accordance with VAT Act 1994 section 33 shall be made at least annually coinciding with the financial year end.

9.9. Where any significant sums of cash are regularly received by the Council, the RFO shall take such steps as are agreed by the Council to ensure that more than one person is present when the cash is counted in the first instance, that there is a reconciliation to some form of control such as ticket issues, and that appropriate care is taken in the security and safety of individuals banking such cash.

10. Orders for work, goods and services

10.1. An official order or letter shall be issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Copies of orders shall be retained.

10.2. Order books shall be controlled by the RFO.

10.3. All members and officers are responsible for obtaining value for money at all times. An officer issuing an official order shall ensure as far as reasonable and practicable that the best available terms are obtained in respect of each transaction, usually by obtaining three or more quotations or estimates from appropriate suppliers, subject to any de minimis provisions in Regulation 11.1 below.

10.4. A member may not issue an official order or make any contract on behalf of the Council.

10.5. The RFO shall verify the lawful nature of any proposed purchase before the issue of any order, and in the case of new or infrequent purchases or payments, the RFO shall ensure that the statutory authority shall be reported to the meeting at which the order is approved so that the minutes can record the power being used.

11. Contracts

11.1. Procedures as to contracts are laid down as follows:

a) Every contract shall comply with these Financial Regulations, and no exceptions shall be made otherwise than in an emergency provided that this regulation need not apply to contracts which relate to items (i) to (vi) below:

- i. for the supply of gas, electricity, water, sewerage and telephone services;
- ii. for specialist services such as are provided by legal professionals acting in disputes;
- iii. for work to be executed or goods or materials to be supplied which consist of repairs to or parts for existing machinery or equipment or plant;
- iv. for work to be executed or goods or materials to be supplied which constitute an extension of an existing contract by the Council;

- v. for additional audit work of the external auditor up to an estimated value of £500 (in excess of this sum the Clerk and RFO shall act after consultation with the Chairman and Vice Chairman of Council); and
 - vi. for goods or materials proposed to be purchased which are proprietary articles and / or are only sold at a fixed price.
- b) Where the Council intends to procure or award a public supply contract, public service contract or public works contract as defined by The Public Contracts Regulations 2015 (“the Regulations”) which is valued at £25,000 or more, the Council shall comply with the relevant requirements of the Regulations².
- c) The full requirements of The Regulations, as applicable, shall be followed in respect of the tendering and award of a public supply contract, public service contract or public works contract which exceed thresholds in The Regulations set by the Public Contracts Directive 2014/24/EU (which may change from time to time)³.
- d) When applications are made to waive Financial Regulations relating to contracts to enable a price to be negotiated without competition the reason shall be embodied in a recommendation to the Council.
- e) Such invitation to tender shall state the general nature of the intended contract and the Clerk shall obtain the necessary technical assistance to prepare a specification in appropriate cases. The invitation shall in addition state that tenders must be addressed to the Clerk in the ordinary course of post. Each tendering firm shall be supplied with a specifically marked envelope in which the tender is to be sealed and remain sealed until the prescribed date for opening tenders for that contract.
- f) All sealed tenders shall be opened at the same time on the prescribed date by the Clerk in the presence of at least one member of Council.
- g) Any invitation to tender issued under this regulation shall be subject to Standing Orders of the Council and shall refer to the terms of the Bribery Act 2010.
- h) When it is to enter into a contract of less than £25,000 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) the Clerk or RFO shall obtain 3 quotations (priced descriptions of the proposed supply); where the value is below £3,000 the Clerk or RFO shall strive to obtain 3 estimates. Otherwise, Regulation 10.3 above shall apply.
- i) The Council shall not be obliged to accept the lowest or any tender, quote or estimate.

² The Regulations require councils to use the Contracts Finder website to advertise contract opportunities, set out the procedures to be followed in awarding new contracts and to publicise the award of new contracts

³ Thresholds currently applicable are:

- a) For public supply and public service contracts 209,000 Euros (£181,302)
- b) For public works contracts 5,225,000 Euros (£4,551,413)

j) Should it occur that the Council, or duly delegated committee, does not accept any tender, quote or estimate, the work is not allocated and the Council requires further pricing, provided that the specification does not change, no person shall be permitted to submit a later tender, estimate or quote who was present when the original decision-making process was being undertaken.

12. Payments under contracts for building or other construction works

12.1. Payments on account of the contract sum shall be made within the time specified in the contract by the RFO upon authorised certificates of the architect or other consultants engaged to supervise the contract (subject to any percentage withholding as may be agreed in the particular contract).

12.2. Where contracts provide for payment by instalments the RFO shall maintain a record of all such payments. In any case where it is estimated that the total cost of work carried out under a contract, excluding agreed variations, will exceed the contract sum of 5% or more a report shall be submitted to the Council.

12.3. Any variation to a contract or addition to or omission from a contract must be approved by the Council and Clerk to the contractor in writing, the Council being informed where the final cost is likely to exceed the financial provision.

13. Stores and equipment

13.1. The officer in charge of each section shall be responsible for the care and custody of stores and equipment in that section.

13.2. Delivery notes shall be obtained in respect of all goods received into store or otherwise delivered and goods must be checked as to order and quality at the time delivery is made.

13.3. Stocks shall be kept at the minimum levels consistent with operational requirements.

13.4. The RFO shall be responsible for periodic checks of stocks and stores at least annually.

14. Assets, properties and estates

14.1. The Clerk shall make appropriate arrangements for the custody of all title deeds and Land Registry Certificates of properties held by the Council. The RFO shall ensure a record is maintained of all properties held by the Council, recording the location, extent, plan, reference, purchase details, nature of the interest, tenancies granted, rents payable and purpose for which held in accordance with Accounts and Audit Regulations.

14.2. No tangible moveable property shall be purchased or otherwise acquired, sold, leased or otherwise disposed of, without the authority of the Council, together with any other consents required by law, save where the estimated value of any one item of tangible movable property does not exceed £15,000.

14.3. No real property (interests in land) shall be sold, leased or otherwise disposed of without the authority of the Council, together with any other consents required by law. In each case a report in writing shall be provided to Council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.4. No real property (interests in land) shall be purchased or acquired without the authority of the full Council. In each case a report in writing shall be provided to Council in respect of valuation and surveyed condition of the property (including matters such as planning permissions and covenants) together with a proper business case (including an adequate level of consultation with the electorate).

14.5. Subject only to the limit set in Regulation 14.2 above, no tangible moveable property shall be purchased or acquired without the authority of the full Council. In each case a report in writing shall be provided to Council with a full business case.

14.6. The RFO shall ensure that an appropriate and accurate Register of Assets and Investments is kept up to date. The continued existence of tangible assets shown in the Register shall be verified at least annually, possibly in conjunction with a health and safety inspection of assets.

15. Insurance

15.1. Following the annual risk assessment (per Regulation 17), the RFO shall effect all insurances and negotiate all claims on the Council's insurers.

15.2. The Clerk shall give prompt notification to the RFO of all new risks, properties or vehicles which require to be insured and of any alterations affecting existing insurances.

15.3. The RFO shall keep a record of all insurances effected by the Council and the property and risks covered thereby and annually review it.

15.4. The RFO shall be notified of any loss liability or damage or of any event likely to lead to a claim and shall report these to Council at the next available meeting.

15.5. All appropriate members and employees of the Council shall be included in a suitable form of security or fidelity guarantee insurance which shall cover the maximum risk exposure as determined annually by the Council, or duly delegated committee.

16. Charitable bodies

16.1. Where the Council is sole managing trustee of a charitable body the Town Clerk shall ensure that separate accounts are kept of the funds held on charitable trusts and separate financial reports made in such form as shall be appropriate, in accordance with Charity Law and legislation, or as determined by the Charity Commission. The Town Clerk shall arrange for any audit or independent examination as may be required by Charity Law or any governing document.

17. Risk management

17.1. The Council is responsible for putting in place arrangements for the management of risk.

The Clerk with the RFO shall prepare, for approval by the Council, risk management policy statements in respect of all activities of the Council. Risk policy statements and consequential risk management arrangements shall be reviewed by the Council at least annually.

17.2. When considering any new activity, the Clerk with the RFO shall prepare a draft risk assessment including risk management proposals for consideration and adoption by the Council.

18. Suspension and revision of Financial Regulations

18.1. It shall be the duty of the Council to review the Financial Regulations of the Council from time to time. The Clerk shall make arrangements to monitor changes in legislation or proper practices and shall advise the Council of any requirement for a consequential amendment to these Financial Regulations.

18.2. The Council may, by resolution of the Council duly notified prior to the relevant meeting of Council, suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of Council.

NEXT REVIEW DATE: BY 05/12/25

BIGGLESWADE TOWN COUNCIL
Town Council 13th February 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.

This report went to the 30th January 2024 PLOS Committee which resolved to note the report, agree to progress with decision point one which states for the PR team to remove the palisade fence and investigate a connecting path and agree decision point two that Earthwatch Europe is invited to deliver the tiny forest project. Members resolved that Officers continue investigating the creation of a connecting path. 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 hoggin 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 provides maintenance. The Earthwatch Europe team is fully insured, and the agreement includes a ten year license. Officers are seeking external legal advice 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.

Karim Hosseini
Head of Governance & Strategic Partnerships

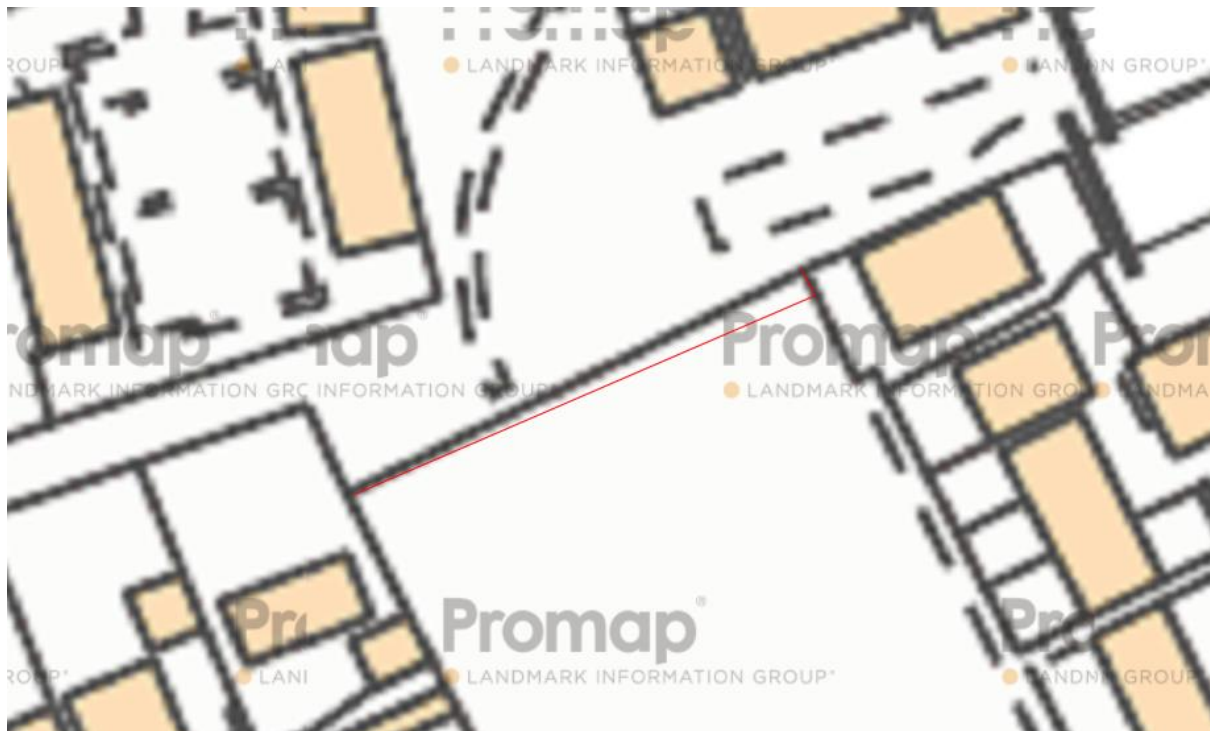
Appendix A: Decision 1 - Fence Removal.
Appendix B: Decision 2 -Tiny Forest Project Agreement.
Appendix C: Jubilee Recreation Ground – Tiny Forest.
Appendix D: Decision 2 - Earthwatch Europe Plan.

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 Design2



0 10 20 m

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

BIGGLESWADE TOWN COUNCIL
Town Council 13th February 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 potentially receive the second tranche of funding (£92,700).

The two projects went to the PLOS Committee meeting on 2nd November, the Town Council meeting on 14th November and the PLOS Committee meeting on 30th January 2024. Members discussed the reports and agreed to progress the Brunel Drive 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.

The 30th January 2024 PLOS Committee resolved that the Town Clerk should write to the Debt Management Office (DMO) to note the Town Council's concerns at the long delay in securing an agreement in principle from the DMO on the PWLB application. This has been actioned.

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. External funds of £57,700 were received in early December and Officers placed a firm order with the winning bidder. Officers have established that the play equipment will be delivered on 7th February, stored at the depot and will be installed from the middle of March 2024. A Mayor's announcement with Tritax Symmetry regarding the joint partnership and progress has been put on the Town Council's website.

Brunel Drive Play Area:

Officers progressed this resolved 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 10 weeks, a formal response remains pending.

In the intervening period, the suppliers increased their price list by 5%-7%. Officers had negotiated a 2023 price list fix for this project if funding were approved by the end of 2023. Due to the DMO decision slippage into February 2024, the supplier has confirmed that it cannot honour the 2023 pricing and must introduce the 2024 pricing for the project. Once the DMO has responded, a project report will return to a Town Council meeting incorporating the increased (5-7%) pricing, based on the same

resolved specification.

Recommendations

That Members note the report

- The progress on the Kitelands project, and
- Officers will provide a report on the Brunel Drive project specification revised costings as soon as the DMO has confirmed the PWLB application.

Karim Hosseini

Head of Governance & Strategic Partnerships

BIGGLESWADE TOWN COUNCIL
Town Council 13th February 2024
Linear Wood & Saxon Gate Pocket Park 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 with the 30th January PLOC Committee resolving to note the report and expressing Members' concern at the very long delay since the CBC imposed deadline, asking that Officers progress this with senior CBC Officers.

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. Officers met the Head of Facilities Management on 2nd February who mentioned that several CBC Officers had either left the Council or been unwell and CBC would provide an update to the Town Council by the 9th of February.

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 will be conducted on 'a just in time basis' upon signing the leases. CBC Officers have noted that it is their 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

Biggleswade North

Dear Town Council

The Town Council will no doubt recall the planning application that was lodged by Hallam Land for land north of Biggleswade that was considered by Central Bedfordshire Development Management Committee in August 2023.

Following the refusal of the application, and the associated comments made in respect of the access arrangement to this allocated site, Hallam Land has been reviewing alternative proposals.

A revised application is now being prepared that includes an alternative access strategy. We plan to lodge this revised application in the coming weeks and given the Town Council's previous engagement in the site, we thought it might be useful to provide you with a briefing of the revised proposals.

If you feel such a briefing would be useful, we would be very happy to join you at one of your existing meetings, or arrange a separate meeting (virtually if that would assist) if this would be of interest.

Please do feel free to come back to me if you would find such a briefing useful and I will happily assist in getting this arranged.

For your information, I am sending a similar note to Ward Councillors How, Whitaker and Watkins also.

I look forward to hearing from you.

Carter Jonas

T: 01223 326812 | M: 07780 618141 | carterjonas.co.uk
One Station Square, Cambridge, CB1 2GA



INVESTORS IN PEOPLE
We invest in people Gold



Introduction of

BNG to Local Plans in England

Spring 2023 Update

[VIEW RESEARCH >](#)

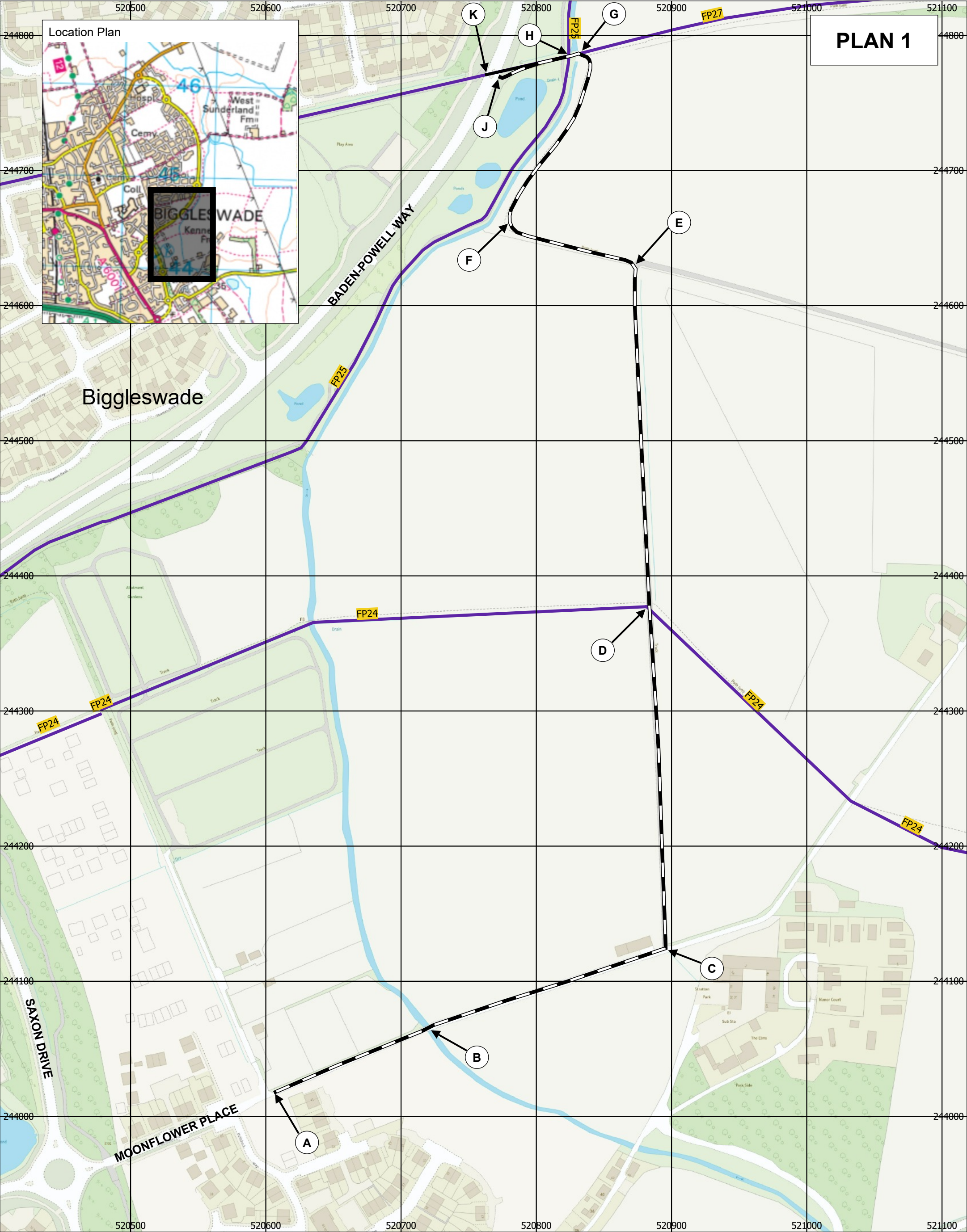
Dear Parish and Ward Councillors,

Highways Act 1980 Section 119, Section 118 and Section 26 – The stopping up and diversion of parts of Biggleswade public footpath no.s 24,25,26,27 and 29, and the creation of two new Bridleways and footpath In Biggleswade.

Central Bedfordshire Council would like to consult you on the attached proposals including some minor footpath stopping up and diversions, and the creation of two new bridleways in Biggleswade, one being between Points A – K on Plan 1 (which I understand has been mostly surfaced on the ground already), the other being along the track that runs alongside Saxon drive, and then continues alongside Baden Powell Way, as shown on Plans 2, 3 and 4.

Plan 5 proposes a creation of a footpath and a bridleway in Biggleswade, which will provide better footpath access for residents at Manor Court, and connectivity to Saxon drive and to the bridleways on Dunton Road.

Any feedback or questions that you may have in regard to these plans, please feel free to contact me with any questions.



PLAN 1

HIGHWAYS ACT 1980

Proposed Creation of a Bridleway in Biggleswade and the stopping up of part of Biggleswade Footpath No. 27

- Bridleway to be created  A-B-C-D-E-F-G-H-K
- Footpath 27 to be stopped up  H-J-K
- Unaffected footpath 

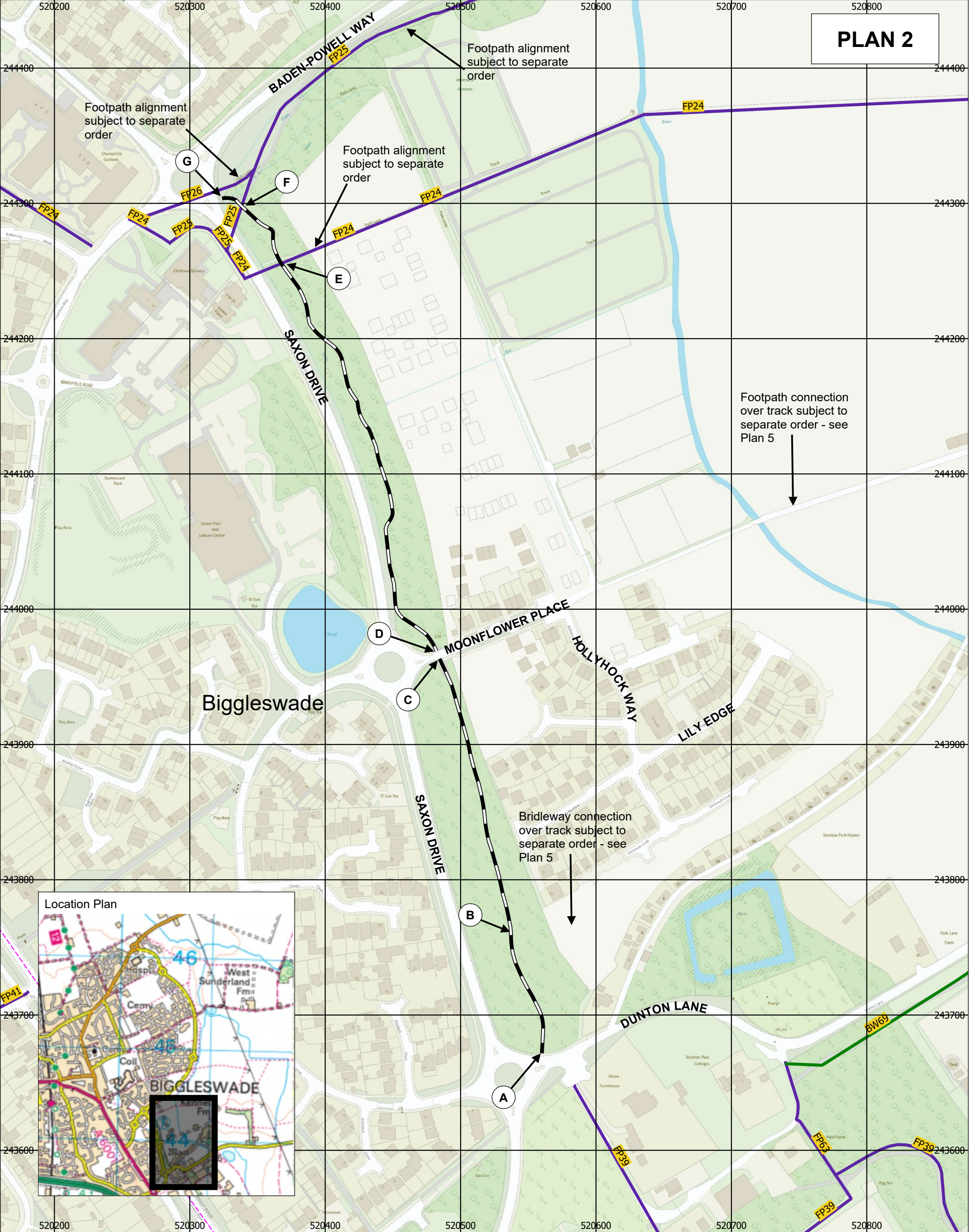
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Date: 14 November 2023

Rev 1.0 AM





PLAN 2

Location Plan

HIGHWAYS ACT 1980

Proposed Creation of Bridleways in Biggleswade

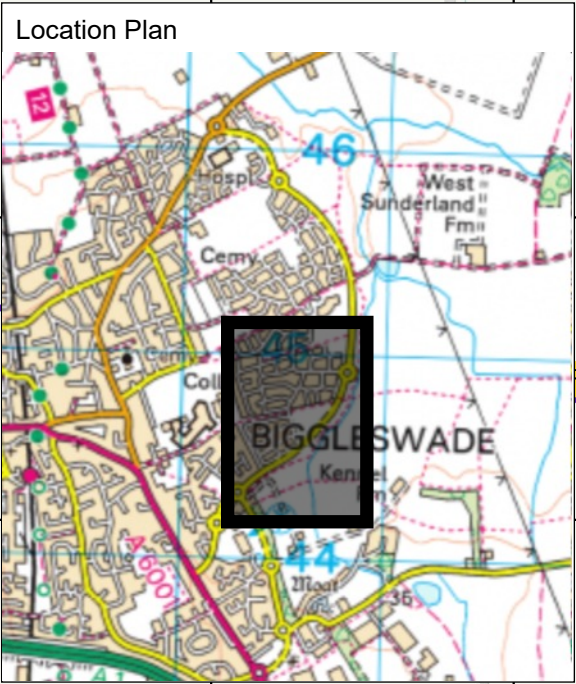
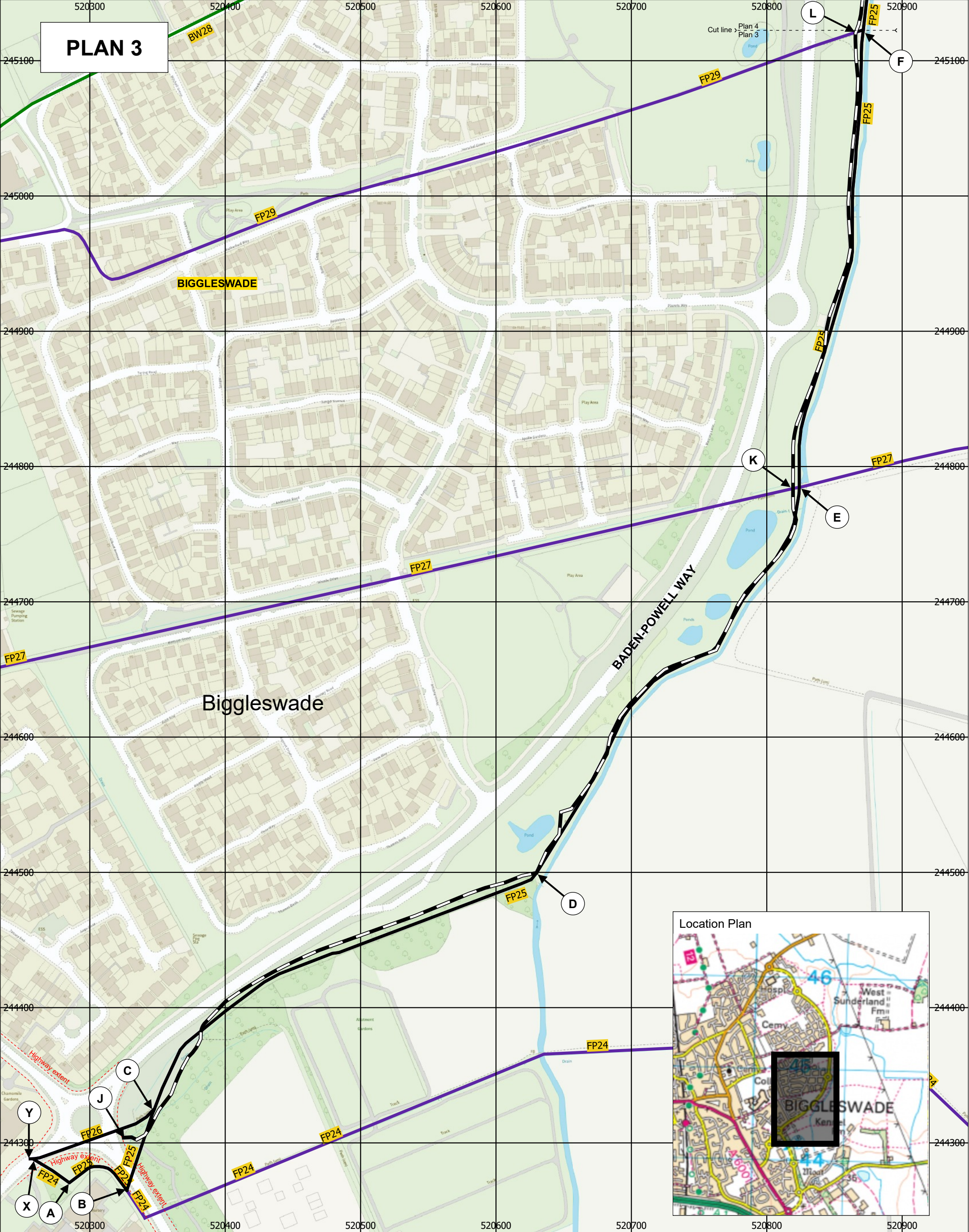
Bridleways to be created A-B-C-D-E-F-G

Unaffected footpath/bridleway

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Scale 1:2,500@A3
Date: 10 January 2024
Rev 2.0 AM





HIGHWAYS ACT 1980
The stopping up of parts of Biggleswade Footpath Nos. 24, 25, 26 and 29 and the Diversion of parts of Footpath No. 25 Biggleswade at Baden-Powell Way

Footpaths to be stopped up ——— FP24: X-A, FP26: Y-X-C, FP25: A-B-C-D-E-F-G-H, FP29: L-F
Footpath to be created - - - - - FP25: J-D-K-L-M-G-H
Unaffected footpath/ bridleway ——— / ———

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Scale 1:2,500@A3
Date: 29 November 2023
Rev 1.1 AM





HIGHWAYS ACT 1980

The stopping up of parts of Biggleswade Footpath Nos. 24, 25, 26 and 29 and the Diversion of parts of Footpath No. 25 Biggleswade at Baden-Powell Way

- Footpaths to be stopped up ——— FP24: X-A, FP26: Y-X-C, FP25: A-B-C-D-E-F-G-H, FP29: L-F
- Footpath to be created - - - - - FP25: J-D-K-L-M-G-H
- Unaffected footpath/ bridleway ——— / ———

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Scale 1:2,500@A3

Date: 29 November 2023

Rev 1.1 AM



PLAN 5

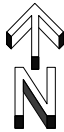


Highways Act 1980
Proposed Creation of a footpath and Bridleway in Biggleswade

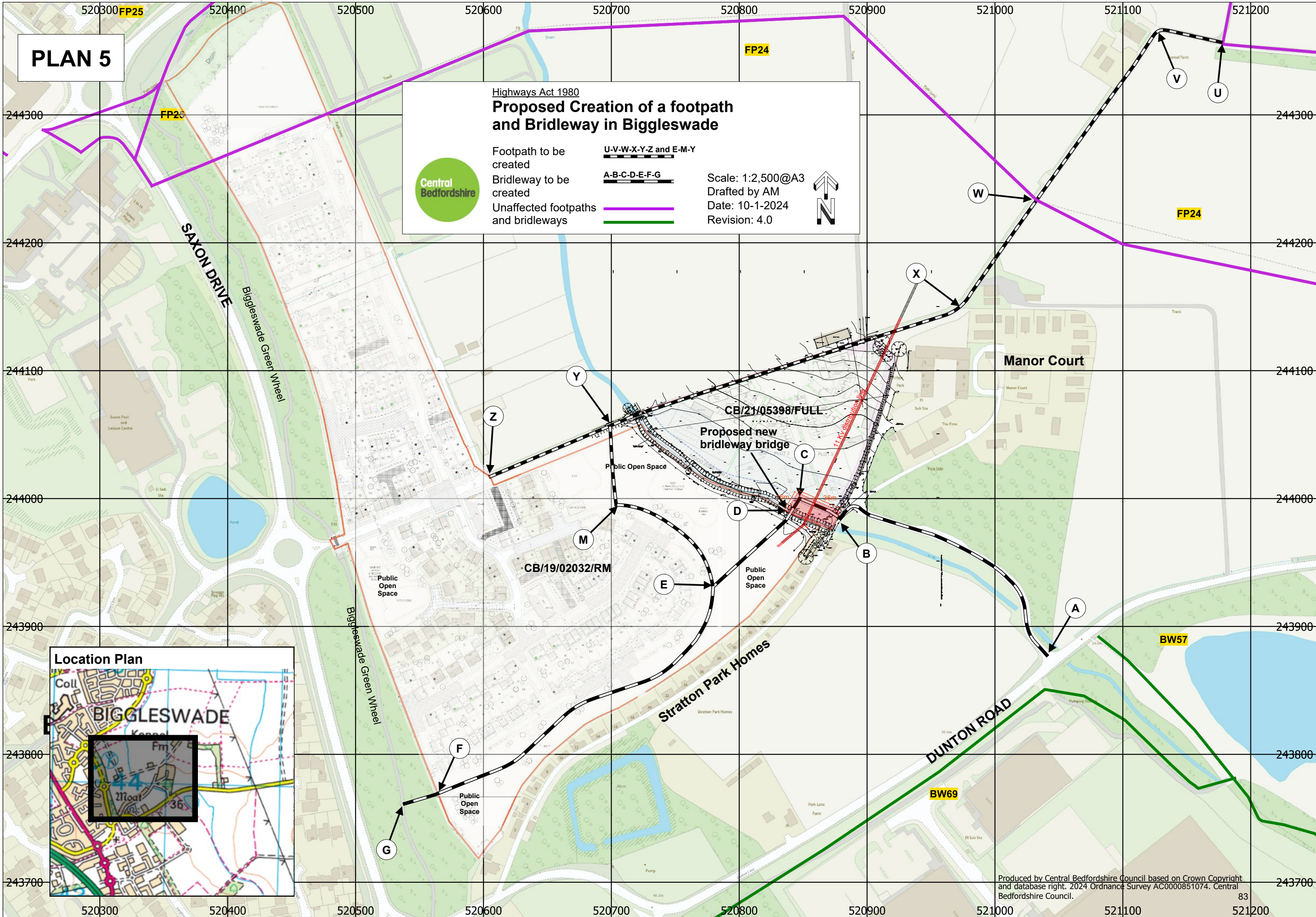
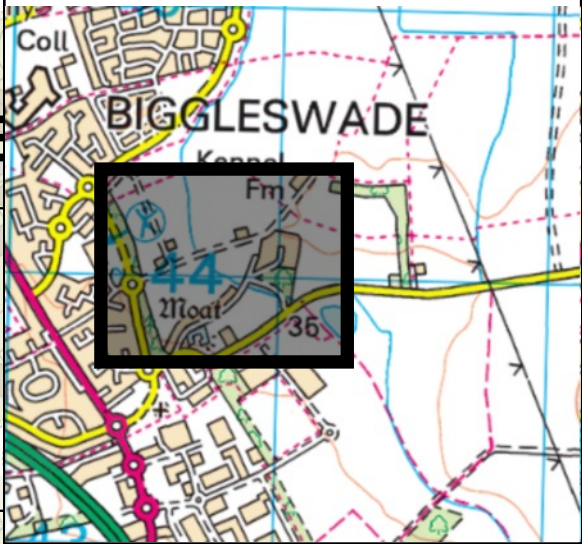
Footpath to be created
Bridleway to be created
Unaffected footpaths and bridleways

U-V-W-X-Y-Z and E-M-Y
A-B-C-D-E-F-G

Scale: 1:2,500@A3
Drafted by AM
Date: 10-1-2024
Revision: 4.0



Location Plan



Application for Street Trading Consent

Local Government (Miscellaneous Provisions) Act 1982

apply under the provisions of the above Act for a Street Trading consent.

submit the following particulars:

1a. Full name:

1b. Date of birth:

1c. Trading name (if any):

2a. Address:

2b. Telephone number:

3. Have you been convicted of any offence in the last 10 years?

Court code and date of conviction	Court code and date of offence	Fine, penalty or sentence

4. Are there any prosecutions pending against you?

Alleged offences	Date of court hearing

5. Description of articles to be sold:

breakfast food burgers hot drinks

6. Trading site

paegus road monument way

Please attach a map if Fixed Trading Site



7. Have you obtained any necessary permissions to trade at your chosen site (e.g. If private property, the permission of the owner)

8. How long a period of consent are you applying for?

9. Proposed times and days of trading

6am 3pm

10a. Type of stall/vehicle:

catering van

10b. Brief description of your proposed stall/vehicle:

ford transit jumbo converted in kitchen

Please attach a colour photo of the stall



10b. Vehicle registration number:

11. Address of premises used for storage/accommodation of stall/vehicle and , if appropriate food:

12. Will you be the sole operator(s) of the stall/vehicle?

Yes

13. If the answer to 11 is 'no', please give details of persons who will operate the stall/vehicle (including age and date of birth)

14. do you have Public Liability Insurance in the sum of £5 million?

If 'No' give details of any Public Liability Insurance you presently have and indicate whether you would be willing to obtain £5 million Public Liability Insurance:

15. Will you be using any equipment that may give rise to complaints (e.g. generators)?

16. What arrangements are there for the disposal of waste?

Food consents

17. Please give details about your food handling experience to date (if applicable):

18a. have you ever attended a food hygiene course offered by the local authority?

19. Are you at present registered with Central Bedfordshire Council as a food premises?

Business interests

20a. Have you traded in Central Bedfordshire before?

No

21a. Have you traded in any other town/city?

Yes

21b. If 'Yes' please give details:

islington chalfont and latimer

Other information

22. Please give any details that you wish to be considered when dealing with your application:

trading under street dots at numerous train and tube stations

Data protection

Central Bedfordshire Council ensures any personal data collected will be retained securely for as long as necessary and only used for legitimate Council activities to facilitate the delivery of Council services, or for the purpose of preventing and/or detecting fraud and/or crime, in accordance with the Data Protection Act 1998.

Central Bedfordshire Council's Data Protection Policy is available from the website at <http://www.centralbedfordshire.gov.uk/contact-us/website/data-protection.aspx> or by writing to the Corporate Data Protection Officer at Central Bedfordshire Council Offices, Priory House, Monks Walk, Chicksands, Shefford, Bedfordshire, SG17 5TQ.

my

Any person who, in connection with an application for a street trading consent, makes a false statement which he knows to be false in any material respect, or which he does not believe to be true, shall be guilty of an offence.

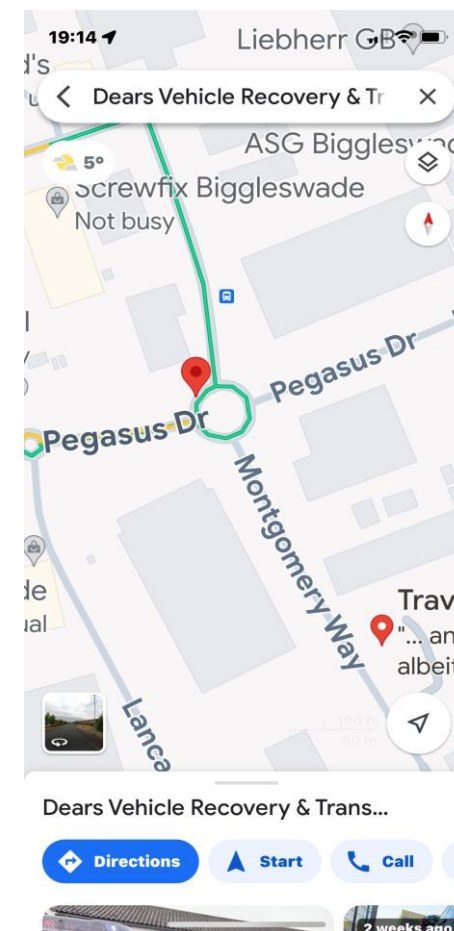
Date:

10/12/2024

Signed:

gerry treacy

A fee is required for the consent, please visit our website for the payment options [View payment options](#)



OUTCOME OF CBC DETERMINED PLANNING					
Address	Application No.	Committee date	BTC Decision	Description	Central Beds Outcome/DATE
2020-2023					
Church Street, Biggleswade, SG18 0JS, ASDA Store	23/03421/VOC	14/11/2023	The Town Council Strongly Objects to this application for variation of condition on the following issues: - the impact and disruption at any time to local residents and the effects of noise and light pollution stemming from extended hours of service. Members highlighted that there were inaccuracies within the correspondence received.	Removal of condition 3 (Goods delivery hours) of planning permission CB/20/03923/VOC Variation of condition 3 of appeal decision APP/P0240/A/12/2185842 (Redevelopment for construction of retail store with catering facilities, bakery, pharmacy, dry cleaners, crèche and associated level parking for 363 cars, store serving and access arrangements (all matters reserved except siting and means of access). Change of opening hours).	Refused.
High Street,8, Biggleswade, SG18 0JL	22/04939/ADV	14/03/2023	The Town council objects to the planning application on the grounds that - a. The building is in a conservation area. No consideration has been given to this in the application. b. It is visually disruptive to the street scene. And c. It is inconsistent with the Central Bedfordshire design principles.	Advertisement: sign 1 - 1 x Internally illuminated fascia, sign 2 - 1 x internally illuminated fascia, sign - 3 1 x internally illuminated fascia, sign 4 1 x IIPS wall mounted projection sign DS internally luminated, sign 5 - 2 x Double sided illuminated poster display unit, sign 6 - 2 x window vinyls, sign 7 - 1 x window vinyl, 8 - 2 x window vinyls	1) This consent is limited to a period of five years from the date of this decision. Reason: To comply with Regulation 14 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. 2) No advertisement is to be displayed without the permission of the owner of the site or any other person with an interest in the site entitled to grant permission. 3) No advertisement shall be sited or displayed so as to - endanger persons using any highway, railway, waterway, dock, harbour or aerodrome (civil or military); obscure, or hinder the ready interpretation of, any traffic sign, railway signal or aid to navigation by water or air; or c. hinder the operation of any device used for the purpose of security or surveillance or formeasuring the speed of any vehicle. 4) Any advertisement displayed, and any site used for the display of advertisements, shall be maintained in a condition that does not impair the visual amenity of the site. (continued below)

					<p>5) Any structure or hoarding erected or used principally for the purpose of displaying advertisements shall be maintained in a condition that does not endanger the public.</p> <p>6) Where any advertisement is required under these Regulations to be removed, the site shall be left in a condition that does not endanger the public or impair visual amenity.</p> <p>Reason: Conditions 2-6: To comply with the provisions of Schedule 2 (Regulation 2 (1) of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.</p> <p>7) All works shown on plan numbers: CBC01, Project J28216 Rev #0 Rev 1 (Pages 1,2,3,8 & 9) shall be fully carried out within six months of the date of this permission.</p> <p>Reason: To identify the approved plan/s to avoid doubt, as the application has been made in part retrospectively to ensure the approved works are undertaken.</p>
Home Farm House, Dunton Lane, Biggleswade, SG18 8QU	23/01989/FULL	11/07/2023	<p>The Town Council OBJECTS to this application on the grounds that:</p> <ul style="list-style-type: none"> •It is a development outside of the Green Wheel. •Entrance and exit to the site is on a blind corner and close to a roundabout and therefore unsafe. •It will add to the congestion in accessing the A1 and will lead to a potentially dangerous right of way issue. •It is deemed as overdevelopment. 	Erection of 9 new dwelling houses following the demolition of the existing dwelling house and all associated outbuildings.	Awaiting Outcome
Land off Drove Road, adj to 1A Drove Road	23/00003/DOC	24/01/2023	The Town Council STRONGLY OBJECT to the discharge conditions on this application as Council would like to see the conditions in place ahead of any planning approval.	Discharge of Conditions 6,8,9,11,12,13 and 21 against planning permission CB/22/00575/FULL (Erection of 5 dwellings with associated car park, access road and amenity space and proposed stopping up of the highway)	Discharge of Condition Decision Released
Land north of Lindsell's Level Crossing, Biggleswade	22/04935/ VOC	24/01/2023	The Town Council NOTED the shorter ramps and changes to right of way; however Council STRONGLY OBJECT, as they have done previously in August 2022, as this will present even less landscaping.	Variation of condition 8 of planning permission CB/21/02168/FULL: Construction of new ramped and stepped brideway bridge to facilitate the closure of Lindsell's level crossing; formation of new brideway to western side of railway and associated works. Revised Plans	Variation of Condition - Granted

Land to the East of Langford Road, Biggleswade and North of Queens Way and Denny Crescent, Langford, Bedfordshire	23/03801/OUT	12/12/2023	The Town Council OBJECTS to this application on the grounds that it will have an impact on the highway and urban coalescence.	Outline Application: Erection of up to 170 dwellings including affordable housing, with public open space, landscaping, sustainable drainage system (SuDS) and vehicular access. All matters reserved except for means of access	Awaiting Outcome
Land South of Potton Road, Biggleswade	23/02014/SECM		The Town Council OBJECTS to this application on the grounds that: <ul style="list-style-type: none">•There is insufficient background information,•There is not enough information regarding the outcome on crime and other activities if the mounds are removed,•The CCTV implications for this area are unknown.	Modification of Section 106 Agreement attached to planning permission MB/05/01477/OUT Residential development (all matters reserved except means of access) This application seeks to remove the CCTV contribution.	Awaiting Outcome
Shortmead Street, The Close Cottage, 17A, Biggleswade, SG18 0AT	TRE/23/00382	12/09/23	Members OBJECT to this planning application for the following reasons: <ul style="list-style-type: none">•The sketch is of poor quality to allow detailed assessment.•The suggestion that providing space for a removal lorry is not an appropriate reason to remove the ivy on tree T1 shown on the plan.•It is also suggested that tree T2 on the diagram be removed to near ground level because it is encroaching the drive. A TPO will have been placed to protect the tree, a small amount of pruning would suffice.	Works to a tree(s) protected by a Tree Preservation Order: MB//TPO/00004/G1 (T1) - Yew tree front of drive to remove leaning Ivy-covered stem over the drive back to crown break (T2) - Yew tree side of drive to dismantle to near ground level.	Preserved Tree - Refuse Consent Conditions or reasons:1) The trees are in a suitable condition for retention. 2) The reason for the works provided is not a sustainable solution. 3) There has been previous works which have not been approved present on the trees. 4) The removal would have a detrimental affect on the TPO as a whole. The proposal suggests moving the TPO to a different tree. This would not be a sustainable solution. 5) The removal of the trees would detrimentally affect the group of Yews.
4 The Grove, Biggleswade, SG18 8JW	23/03805/FULL	12/12/2023	The Town Council OBJECTS to this application on the following grounds: <ul style="list-style-type: none">•The impact on the street scene.•Overbearing on adjoining properties.•Potential loss of light.•Use of non-similar materials.	Single storey front extension and rear glass canopy/veranda	Full Application - Granted
Unit P, A1 London Retail Park, London Road, Biggleswade, SG18 8NE	23/01106/ADV	08/08/23	Members OBJECT to this planning application on the grounds that: There will be a loss of parking spaces. • There is potential risk to public safety due to the transporters loading and unloading within the main car park deliveries for all other businesses on the retail park take place in designated loading areas away from the public.	Advertisement: Fascia signage consisting of various vinyl signs (Retrospective).	Awaiting Outcome

Woodlands, 11 & 12, Dunton Lane, Biggleswade, Bedfordshire, SG18 8QU	22/04516/REG3	25/07/2023	<p>The Town Council wished to reiterate their former objection as set out previously following Council meetings on 10/01/23 and 14/02/23.</p> <p>The Town Council OBJECTS to some aspects of the proposed development.</p> <p>The application calls for a change of use of land, from the stationing of two transit pitches, to two permanent pitches for Gypsy and Traveller use, with associated parking and amenity units which should be stationed further away from the road and that is not the case with this proposal.</p> <p>The Town Council has objected previously and on this occasion on the grounds of noise pollution from the road. Permanent pitches stationed near the road will obviously make the noise pollution situation worse.</p> <p>The Town Council also objects on the grounds that currently visitors temporarily use the transit pitches; once these are made permanent there will be no provision for temporary visitors.</p>	Change of use of land, from the stationing of two transit pitches, to two permanent pitches for Gypsy and Traveller use, with associated parking and amenity units.	<p>Regulation 3 - Granted. 1) The development hereby permitted shall begin not later than three years from the date of this permission.</p> <p>Reason: To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act 2004.</p> <p>2) Prior to the first use of the pitches, a noise assessment shall be submitted to the Local Planning Authority for approval of noise level in internal rooms and external amenity noise standards in accordance with the criteria of BS8233:2014. Approved details including for example noise barrier or other means of attenuating noise intruding upon the amenity of indoor living accommodation shall be implemented prior to the use of the pitches and thereafter be permanently retained.</p> <p>Reason: To ensure the adequate amenities of future residents, in accordance with Policy CC8 of the Central Bedfordshire Local Plan 2021</p>
					<p>3) No caravan located on the site shall be occupied for residential purposes other than by Gypsies and Travellers where these are defined as persons of nomadic habit of life whatever their race or origin, including such persons who on grounds only of their own or their family's or dependants' educational or health needs or old age have ceased to travel temporarily or permanently, but excluding members of an organised group of travelling show people or circus people travelling together as such.</p> <p>Reason: To limit the use of the site to Gypsies and Travellers, as the proposal is justified on addressing a need for such accommodation, in accordance with Policy H7 of the Central Bedfordshire Local Plan 2021</p> <p>4) There shall be no more than 2 caravans on each pitch stationed at any one time.</p> <p>Reason: To ensure the adequate amenity of future residents, to protect the amenity of local residents, and to ensure the development would not impact upon the character and appearance of the open countryside, in accordance with Policies HQ1, H7 and EE5 of the Central Bedfordshire Local Plan 2021</p>

					<p>5) No commercial activities shall take place on the land, including the storage of materials. Reason: In order to ensure appropriate development in the open countryside and to protect the amenities of local residents in accordance with Policies HQ1, H7, EE5 and CC8 of the Central Bedfordshire Local Plan 2021</p> <p>6) The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers TQRQM22339114500179; 21055wd1.02; 17003-MODW-M&E-002AB12 Reason: To identify the approved plan/s and to avoid doubt.</p>
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BIGGLESWADE TOWN COUNCIL
Town Council 13th February 2024
Financial Management Report for January 2024

Implications of Recommendations

Corporate Strategy: Financials - Ensure that the Town Council continues to operate within legislation, regulation, ethical guidelines and best practice.

Finance: In line with the Council's Corporate Aspirations 2021-25, implementation of improved financial reporting, with enhanced openness and professionalism. Improved financial reporting with commentary for further context.

Equality: Not applicable.

Environment: Not applicable.

Community Safety: Not applicable.

Background

The attached Financial Management Report is the monthly format to give explanation of variances in the Council's accounts to the agreed budget. This replaces the previous four reports delivered to Council each month.

The usual reports are still produced each month-end, along with a further twelve reports. The usual four reports are on the Council's website. The full pathway for the January 2024 reports is:

<https://biggleswadetowncouncil.gov.uk/about-the-council/finance-transparency-documents/>

The projected outturn after month ten suggests an underspend of £5,973, which is similar to the month nine position.

The Financial Management Report for January 2024 is available as Appendix A.

Recommendation:

Officers recommend that Members consider and approve the January 2024 Financial Management report.

Rob Youngs
Head of Finance and Deputy RFO

Appendix A: January 2024 Financial Management report.

		Actual FY22/3	Actual FY 23/4	Budget FY 23/4	Variance FY 23/4	Projected Outturn FY23/4	Committed Expenditure	COMMENTARY
ALLOTMENTS	Income	8147	9321	9500	(179)	9321		All annual rent sales invoices are paid. Letters being sent to all current allotment holders in mid-February, advising of next year's prices. £5.1K skip hire for substantial waste clearance, due to extensive pruning in the town, flooding, creation of extra plots. Vandal locks £600 and signs £160.
	Expenditure	3107	7181	865	(7657)	8599	1341	
Movement to/(from) Gen Reserve		5040	2140	8635	(6495)	722		
BURIAL GROUNDS	Income	40658	23580	38745	(15165)	30000		Expected higher income in winter, but projected outturn income still reduced to £35K from £38.7K. Rates £0.6K under budget. Electricity projected at £1K (£0.3K over budget) based on recent bills. Water projected at £0.17K over budget based on April to Jan bills.
	Expenditure	8525	8275	7775	(1126)	7438	1626	
Movement to/(from) Gen Reserve		32133	15305	30970	(15665)	22562		
CAR PARKS	Income	41445	41388	44000	(2612)	47500		New machines still delayed, possibly expected March 2024. Old machines showing wear and tear. £12.5K PO Smart City 7 car park new machines to be recharged to CBC. Our insurers have paid for the recent lamppost damage.
	Expenditure	83685	65294	78826	(1453)	91234	14985	
Movement to/(from) Gen Reserve		(42,239)	(23906)	(34826)	10920	(43734)		
MARKET	Income	18527	18586	20000	(1414)	22000		Income projected £22K, £2K over budget due to slightly improved Saturday business, Tuesday remains weak. Virement to car parks for £3.8K, permissible as rates bill much lower than budget. Few costs.
	Expenditure	24665	2790	4300	1510	3722		
Movement to/(from) Gen Reserve		(6,138)	15796	15700	96	18278		
TOWN CENTRE GENERAL	Income	865	23567	200	23367	11410		Includes £9.1K National Rail. Christmas invoices all now received. £1.1K King's Coronation.
	Expenditure	114526	60130	42400	(18385)	48507	655	
Movement to/(from) Gen Reserve		(113,662)	(36563)	(42200)	5637	(37097)		
CAPITAL EXPENDITURE	Income	6248	72700	0	0	72700		Tritax project underway mid-February, funds received. Play equipment received from RJ Warren.
	Expenditure	22007	260131	109472	(203409)	182890	52750	
Movement to/(from) Gen Reserve		(15759)	(187431)	(109472)	(77959)	(110190)		
PUBLIC CONVENIENCES	Expenditure	22497	2204	3350	704	5798	442	Costs are as expected. Socks caused plumbing issue in disabled toilet. Sanitary bins and collection contract £1K. Both precept payments from CBC have been received. External Audit fees invoice £2.52K and first Internal Audit fees invoice £0.55K. Heelis & Lodge year-end visit 8th April.
CORPORATE MANAGEMENT	Income	1440282	1559727	1539241	20486	1565241		
	Expenditure	4420	3065	2340	725	3610		
Movement to/(from) Gen Reserve		1435862	1554458	1533551	19057	1555833		
DEMOCRATIC REP'N & MGM'T	Expenditure	15358	16213	10500	(6182)	17468	469	Budget increased by £1K re approved website virement. Subscriptions £4.5K higher projected than budget. Includes successful Pub Quiz, Elvis & Curry evening and Green Wheel walk. Expenditure matches above, all others on budget. Graving cost moved to Central Services.
CIVIC ACTIVITIES & EXPENSES	Income	2580	3214	0	3214	3622		
	Expenditure	2466	3949	2250	(1699)	5872		
Movement to/(from) Gen Reserve		114	(16948)	(12750)	(4198)	(19718)		
ORCHARD COMMUNITY CENTRE	Income	45341	43533	38700	4833	50024		Income projected at £50K, £12K over budget. In-depth business plan for revenue improvements currently being considered, including benchmarking and surveys in King's Reach. New boiler has been fitted. Security buzzers now in place to protect staff. Minor repairs now covered by Facilities Coordinator.
	Expenditure	94187	21459	37625	15474	37162	692	
Movement to/(from) Gen Reserve		(48,845)	22074	1075	(20999)	12862		
RECREATION GROUNDS	Income	19613	7771	13650	(5879)	10775		Income has reduced due to Cricket Club invoice moved across to Cost Centre 213. New company in accounting software in place for cricket ground accounting. Separate cost centre too for Lindsell's Cricket Ground. Refuse collection now includes green waste, projected cost £7.8K versus £2.5K budget. Rates, electricity and water rates projected slightly lower than budget.
	Expenditure	81884	45743	47600	1857	51077	0	
Movement to/(from) Gen Reserve		(62,270)	(37972)	(33950)	(4022)	(40302)		
LINDELL'S CRICKET GROUND	Income	0	2675	0	2675	2675		Cricket Club rent. Electricity, water, fire precautions.
	Expenditure	0	3305	0	(3305)	3619	0	
Movement to/(from) Gen Reserve		(62,270)	(630)	0	(630)	(944)		
CENTRAL SERVICES (includes Magistrates Court and Grants)	Income	3148	3410	0	3410	3410		Dividends on Common ground, not budgeted. £3K BRCC. Projected spend £1.212m, £11K over budget. Salaries £42K under budget as gaps between 7 post holders, but computers £9K over and equipment £0.6K over.
	Expenditure	775269	1016893	1201096	164402	1212578	19801	
Movement to/(from) Gen Reserve		(774,021)	(1013483)	(1201096)	187613	(1209168)		
PUBLIC REALM (includes Depot and Repairs & Maintenance)	Income	4497	5250	7000	(1750)	7000		Rent of old depot received quickly and accepted new rate for 24/25. Spend close to budget. New lawn mower in use. £4K on new tools spent for team.
	Expenditure	472097	124101	162867	31850	150131	6916	
Movement to/(from) Gen Reserve		(462,951)	(118851)	(155867)	37016	(143131)		
GRAND TOTALS	Income	1631351	1814722	1711036	30986	1835678		
	Expenditure	1724693	1640733	1711266	(26694)	1829705	99677	
Movement to/(from) Gen Reserve		(88,153)	173989	(230)		5973		



Action items arising from the
Traffic Management Meeting
Tuesday 23 January 2024, 10.00am-11.00am

DATE ISSUED/PUBLISHED

25 January 2024

THE CALL-IN DEADLINE FOR ANY ITEMS CONTAINED IN THIS DIGEST IS 5:00PM ON 1 FEBRUARY 2024 SUBJECT TO ANY CALL-IN REQUESTS BEING RECEIVED, ALL THE DECISIONS WILL BE ACTIONED ON OR AFTER 5 FEBRUARY 2024.

Present:	Cllr S Ford	Officers:	Mr C Martin	Senior Committee Services Officer
In Attendance:	Cllr S Bongo		Mr E Telepkneff	Pathfinder, Legal Services
	Cllr S Clark		Mr G Powell	AD Highways
	Cllr M Versallion		Mr H Hirani	Team Leader, Traffic Management
			Ms L Glowacki	Committee Services Officer
			Ms J Yeboah	Principal Highways Officer
			Mr P Orchard	Senior Highways Officer
			Ms E Hirst	Principal Highways Officer
			Ms C O'Hara	Governance Support Officer

Item	Decision	Reason for Decision	Alternative Options Considered or Refused
1. Apologies for Absence	None		
2. Members' Interests	None		
3. Petitions			
3.1 Biggleswade, Saxon Drive- Petition	1. That the item be deferred for one cycle of Traffic Management to allow the Lead Petitioner to attend the meeting.	Representations Received Objections Received	
3.2 Cranfield, Various Locations- Petition.	1. That the Petition is noted. 2. That Officers investigate the feasibility of the proposals within the Petition and bring a report back to Traffic Management. 3. That Officers contact the Parish Council for their views on the Petition.	Representations Received Objections Received	

Item	Decision	Reason for Decision	Alternative Options Considered or Refused
3.3 Cranfield, Lodge Road- Petition.	<ol style="list-style-type: none"> 1. That the petition is noted 2. That Officers investigate the feasibility of the proposals within the Petition and bring a report back to Traffic Management 	<p>Representations Received</p> <p>Objections Received</p>	
4. Upper Caldecote, Lapwing Drive- Waiting Restrictions.	<ol style="list-style-type: none"> 1. That the proposal to introduce No Waiting at any time be implemented as advertised on the following lengths of road in Upper Caldecote:- <ul style="list-style-type: none"> - Lapwing Drive, both sides, from a point approximately 10 metres south-west of the centre of the junction with Vinegar Hill and extending in a south westerly direction for approximately 40 metres. 2. That Officers Monitor the impact of the restrictions, and bring further proposals to Traffic Management if required. 	<p>Representations Received</p> <p>Objections Received</p>	
5. Stotfold, Tansy Avenue- Waiting Restrictions.	<ol style="list-style-type: none"> 1. That the proposal to introduce No Waiting at any time be implemented as advertised on the following lengths of road in Stotfold:- <ul style="list-style-type: none"> - Tansy Avenue, southwest side, from the junction with the Stotfold Bypass/Norton Road Roundabout and extending in north-westerly direction for approximately 94 meters, ending at a point in line with the south-east property boundary belonging to No.1 Tansy Avenue - Tansy Avenue, northeast side, from the junction with the Stotfold Bypass/Norton Road Roundabout and extending in a north-westerly direction for approximately 56 meters, ending at the junction with Willowherb way. - Tansy Avenue, northeast side, from the junction with Willowherb Way and extending in a north-westerly direction for approximately 35 metres, 	<p>Representations Received</p> <p>Objections Received</p>	

Item	Decision	Reason for Decision	Alternative Options Considered or Refused
	<p>ending approximately midway across the frontage of No.14 Tansy Avenue.</p> <ul style="list-style-type: none"> - Willowherb Way, both sides, from the junction with Tansy Avenue and extending in a northeastly direction for approximately 10 meters into the road. 		
6. Biggleswade, Lawnside Road- Part Time No Entry.	<ol style="list-style-type: none"> 1. That an Experimental Traffic Order to introduce No-entry Monday to Friday 7:30am and 9:00am and 2:30pm to 4:00pm be implemented on the following road in Biggleswade:- <ul style="list-style-type: none"> - Lawnside, at the junction with Lawrence Road and Auckland Road. 2. That Officers carry out a review after six months to investigate improvements on the operational hours of the part time restriction. 3. That Officers contact residents, the schools and Ward Members to explain how the scheme will operate. 	<p>Representations Received</p> <p>Objections Received</p>	
7. Toddington, Various Roads- Waiting Restrictions.	<ol style="list-style-type: none"> 1. That the proposal to introduce No Waiting at any time be implemented as advertised on the following lengths of road in Toddington:- <ul style="list-style-type: none"> - The Crescent, both sides, from the junction with Dunstable Road (B5120) and extending In an easterly direction for approximately 10 meters. - The Crescent, both sides, from the junction with Luton Road (B579) and extending in a south westerly direction for approximately 10 metres. - Princes Street, both sides, from the junction with High Street (B5120) and extending in an easterly direction for approximately 10 meters. - Grange Gardens, both sides, from the junction with High Street (B5120) and extending in an easterly direction for approximately 10 meters. - High Street (B5120), east side, from the junction with Grange Gardens and extending in a northernly direction for approximately 10 meters. 	<p>Representations Received</p> <p>Objections Received</p>	

Item	Decision	Reason for Decision	Alternative Options Considered or Refused
	<ul style="list-style-type: none"> - High Street (B5120), east side, from the junction with Grange Gardens and extending in a southerly direction for approximately 10 metres. 		
8. Houghton Conquest, Various Roads- Waiting Restrictions.	<ol style="list-style-type: none"> 1. That the proposal to introduce No Waiting at any time be implemented as advertised on the following lengths of road in Houghton Conquest:- <ul style="list-style-type: none"> - Ridge View, both sides, from the junction with High Street and extending in a south-easterly direction for approximately 10 metres. - High Street, south east side, from the junction with Ridge View and extending in a north-easterly direction for approximately 10 metres. - High Street, south east side from the junction with Ridge View and extending in a south-westerly direction for approximately 10 metres. - Victoria Drive, both sides, from the junction with Victoria Drive and extending in a north-westerly direction for approximately 10 metres. - High Street, north-west side, from the junction with Victoria Drive and extending in a north-easterly direction for approximately 17 metres. - High Street, north-west side, from the junction with Victoria Drive and extending in a south-westerly direction for approximately 35 metres to bus stop road markings. 2. That Officers consult with the Ward Member and shop keeper about reducing the length of restriction on High Street before implementation. 	<p>Representations Received</p> <p>Objections Received</p>	

Date Issued:	25/01/2024	To:	All Members of the Council
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Development Management

Central Bedfordshire Council

Priory House, Monks Walk
Chicksands, Shefford
Bedfordshire SG17 5TQ
www.centralbedfordshire.gov.uk



Mr Peter Tarrant
Clerk to Biggleswade Town Council
The Old Court House
4 Saffron Road
Biggleswade
Beds
SG18 8DL

Contact Planning Appeals
Email planning.appeals@centralbedfordshire.gov.uk
Date 07 February 2024

Dear Mr Tarrant,

TOWN AND COUNTRY PLANNING ACT 1990 APPEAL UNDER SECTION 78

Site address:	The Red Lion, 1 London Road, Biggleswade, SG18 8ED
Description of development:	Listed Building: Conversion of former public house to one (1x) dwelling-house, demolition of single-storey rear extensions, and conversion of outbuilding into garaging and storage building
Appellant's name:	Elliott Builders Ltd
Appeal reference:	APP/P0240/Y/22/3313199
Application reference:	CB/22/01357/LB

The decision against this appeal has been received as 'Planning Appeal Dismissed'.

This decision can be viewed at <http://www.centralbedfordshire.gov.uk/planning-register> by entering the planning application reference 22/01357.

Yours sincerely,

Customer and Operations Team

planning.appeals@centralbedfordshire.gov.uk



Appeal Decisions

Hearing held on 15 November 2023

Site visit made on 16 November 2023

by J M Tweddle BSc(Hons) MSc(Dist) MRTPI

an Inspector appointed by the Secretary of State

Decision date: 6th February 2024

Appeal A Ref: APP/P0240/W/22/3313193

**The Red Lion, 1 London Road, Biggleswade, Central Bedfordshire
SG18 8ED**

- The appeal is made under section 78 of the Town and Country Planning Act 1990 against a refusal to grant planning permission.
 - The appeal is made by Elliott Builders Ltd against the decision of Central Bedfordshire Council.
 - The application Ref CB/22/00857/FULL, dated 28 February 2022, was refused by notice dated 13 July 2022.
 - The development proposed is the conversion of former public house to one (1x) dwellinghouse, demolition of single-storey rear extensions, and conversion of outbuilding into garaging and storage building.
-

Appeal B Ref: APP/P0240/Y/22/3313199

**The Red Lion, 1 London Road, Biggleswade, Central Bedfordshire
SG18 8ED**

- The appeal is made under section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 against a refusal to grant listed building consent.
 - The appeal is made by Elliott Builders Ltd against the decision of Central Bedfordshire Council.
 - The application Ref CB/22/01357/LB, dated 28 February 2022, was refused by notice dated 13 July 2022.
 - The works proposed are the conversion of former public house to one (1x) dwelling-house, demolition of single-storey rear extensions, and conversion of outbuilding into garaging and storage building.
-

Decisions

1. Appeal A – The appeal is dismissed.
2. Appeal B – The appeal is dismissed.

Applications for costs

3. An application for costs was made by Elliot Builders Ltd against Central Bedfordshire Council. This application is the subject of a separate decision.

Preliminary Matters

4. In relation to Appeal A, at the hearing the appellant submitted a revised Swept Path Analysis drawing¹ to demonstrate the ability to turn a 6.5 metre long vehicle within the site. The Local Planning Authority (LPA) confirmed that it had seen this drawing and had consulted with the Local Highway Authority over its content.

¹ Swept Path Analysis using a 6.50M panel van, drawing No. 2819-003, by CAD Precision Ltd

5. In light of this, the LPA has confirmed that this addresses its concerns in relation to highway safety and therefore overcomes its fourth reason for refusal in relation to the planning appeal. I have therefore not considered this matter further.
6. During my visit I observed that the appeal property had recently been subject to a scheme of refurbishment which has largely resulted in the internal reorganisation of the building. However, these works do not accord with the proposed plans and drawings that were submitted as part of the combined application for planning permission and listed building consent. Furthermore, I have no evidence before me to indicate that these works are lawful. Therefore, in the absence of any revised plans, my decisions are based on the proposals as shown on the plans and drawings that accompany the appeals, rather than what has already been implemented.
7. The Biggleswade Neighbourhood Plan (the Neighbourhood Plan) was 'made' on 17 October 2022. A copy of the Neighbourhood Plan was submitted as part of the appeal submissions and relevant policies were drawn to my attention. The parties have had an opportunity to comment on the Neighbourhood Plan over the course of the appeal proceedings, and therefore they would not be disadvantaged by my consideration of this document.
8. A revised version of the National Planning Policy Framework (the Framework) was published by the Government on 19 December 2023 and is a material consideration in planning decisions. Having considered the changes to the Framework in relation to the matters that are most relevant in these appeals, I find that the changes are minor and not material to my decisions. Therefore, it was not necessary to invite submissions from the parties on this matter, and I am satisfied that no one will be prejudiced by this approach.

Main Issues

9. The main issues in these appeals are:
 - Whether the proposal would result in the loss of a valued community facility contrary to local and national planning policies which seek to protect such facilities;
 - The effect of the proposed change of use on the vitality and viability of Biggleswade Town Centre;
 - Whether the proposals would preserve the special architectural and historic interest of the Grade II listed building, the Red Lion Public House, and linked to that, whether it would preserve or enhance the character or appearance of the Biggleswade Conservation Area; and,
 - Whether the proposal would provide satisfactory living conditions for future occupants, with regard to noise and disturbance.

Reasons

Protection of community facilities

10. Policy HQ3 of the Central Bedfordshire Local Plan 2015-2035 (the Local Plan) states that permission will only be granted for the change of use or redevelopment of social and community infrastructure where the applicant can demonstrate that:

6. *The use no longer serves the community, and significant evidence is provided to demonstrate that it is surplus to requirements and there is a lack of need for any other community uses at the facility; or*
 7. *The loss would be replaced by equivalent or better provision either on site or at a suitable accessible location; or*
 8. *Evidence is provided which satisfactorily demonstrates that the use is no longer financially viable, and all reasonable efforts have been made to sell or let the premises for a community use at a reasonable price for at least 12 months.*
11. The structure and wording of the policy is such that only one of the three criteria must be satisfied for a proposal to be found compliant with Policy HQ3. The supporting text to Policy HQ3 clarifies that community infrastructure is the facilities and services that support and meet the local everyday needs of those who live or work in the locality, and that this may include public houses.
 12. In a similar vein, Policy BEM2 of the Neighbourhood Plan states that the loss of existing community facilities, such as pubs, will only be supported in specified circumstances. In essence these are: (a) a similar or better facility is provided in close proximity; or (b) it can be demonstrated that the facility is no longer viable, including by placing it on the open market at market value for a period of at least 12 months. (c) it can be demonstrated that the loss or change of use is part of a wider public-service transformation plan.
 13. Policies HQ3 and BEM2 are consistent with paragraph 97 of the Framework, which requires planning policies and decisions to plan positively for the provision and use of public houses and to guard against the unnecessary loss of valued facilities and services. The Framework also seeks to ensure that established facilities and services are able to develop and modernise, and are retained for the benefit of the community.
 14. The appellant argues that the provisions and requirements of Policy HQ3 must be considered in the context of Local Plan Policy R2 which explicitly provides protection for shops or public houses. They note that there is no explicit reference to public houses within the policy text of policy HQ3. In this regard my attention is drawn to the fact that Policy R2 is far less restrictive, and therefore it is the appellant's view that the proposal would be compliant if assessed against this policy.
 15. Nevertheless, Policy R2 relates to proposals located in minor service centres or villages, in order to support a vibrant rural economy. There is no dispute that the appeal site is located within a major service centre, therefore Policy R2 is not relevant to the appeal. Furthermore, on plain reading of Policy HQ3 it appears that this is a general policy that would apply regardless of the location of the proposal.
 16. In any case, the appellant is of the view that the appeal property is not a community facility because there is an abundance of other public houses in close proximity which meet the needs of the local community. Therefore, they are of the view that Policy HQ3 should not apply.
 17. The strength of objection from Biggleswade Town Council, and other representations, provides clear evidence that the appeal property is regarded

as a valued community facility. At the hearing a representative of the local community described how, prior to its closure in 2020, The Red Lion showed football matches, hosted live music events, and provided an outdoor area where families could meet and enjoy periods of good weather. In these respects, I heard how the public house facilitated social interaction in the local community.

18. It is clear that, prior to its closure, The Red Lion was of considerable value to the local community in Biggleswade. Therefore, as a valued community facility, The Red Lion public house is very much the type of community infrastructure/facility that Policies HQ3 and BEM2 seek to safeguard, even if it is not currently fulfilling that role.
19. I appreciate that the public house is not formally listed as an Asset of Community Value. Such status is subject to separate legislation and criteria that sits outside of the planning system. However, the lack of such status does not diminish its role as a valued community facility for planning purposes. The existence of other public houses in the locality does not change my view in this regard because one would expect a settlement the size of Biggleswade to offer a range of differing types and sizes of public house, all with their own individual community offer.
20. Therefore, it is my view that both Policies HQ3 and BEM2 are relevant and applicable to the appeal proposal. Returning to the requirements of Policy HQ3, in respect of criterion 6, I have not been provided with sufficient evidence to demonstrate that the use of the public house no longer serves the community. Nor has any significant evidence been provided to demonstrate that the public house is surplus to requirements and that there is a lack of need for any other community uses at the facility.
21. Turning to criterion 7 of Policy HQ3, the appeal proposal does not offer a replacement community facility to mitigate the loss of the public house. Finally, in respect of viability (criterion 8), despite the appellant's claim that the public house is not viable, I have not been presented with any compelling evidence to demonstrate that the use is no longer financially viable. Nor is there any substantive evidence before me of any efforts made to market the property for sale or to let, as a public house, at a reasonable market value.
22. The fact that the public house was subject to a noise abatement notice in October 2011 does not alter my view in these regards as the business appears to have operated for a number of years after this event without issue. It does not therefore suggest that this has affected the viability of the public house.
23. To my mind, it is recognition of the value of such facilities, the permanence of such a loss, and the important contribution that the facility makes to the social dimension of sustainable development and community cohesion, that local and national planning policies set such a high bar to their loss. The evidence before me does not clear that high bar.
24. Furthermore, allowing the appeal would draw a line under more than 300 years of community use as a public house. Whilst I acknowledge that the public house has been closed for several years, and that dismissing this appeal would not guarantee its re-opening, this would preserve the potential of such a use reoccurring, at least until such time as a robust and

comprehensive case is made in accordance with the relevant criteria set out in local and national policy.

25. Bringing all these points together, the proposal does not satisfy the requirements of Local Plan Policy HQ3, and for similar reasons it is contrary to Policy BEM2 of the Neighbourhood Plan. Accordingly, I find that the proposal would result in the loss of a valued community facility without sufficient justification. It is therefore contrary to the above cited local and national policies which seek to protect community facilities.

Vitality and viability of Biggleswade Town Centre

26. The appeal site is located within the boundary of Biggleswade Town Centre, as defined by the Local Plan, but outside of the Primary Shopping Area. Policy R1 of the Local Plan and Policy BTC1 of the Neighbourhood Plan supports a range of main town centre uses including leisure, commercial, office, tourism, cultural and community uses. Proposals for changes of use away from these uses within the town centre will only be supported if they meet certain criteria, including that the proposed use would positively support the vitality of the town centre by enhancing the range of facilities offered and/or stimulating activity outside of normal shopping hours. Policy BTC1 further requires the town centre's character, vitality and competitiveness as a market town to be maintained.
27. The proposal would result in the conversion and change of use of the public house (a main town centre use) to that of a single dwelling with four bedrooms and a detached garage. Accordingly, the appeal site's use as a residential property would markedly differ from that of its existing lawful use as a public house. Given the property's prominent location on a main thoroughfare, this would materially alter the market town character of this part of the town centre.
28. Policies R1 and BTC1 do not explicitly preclude residential uses such that there would be automatic conflict with these policies. Nevertheless, the proposed use is not a type of development that would generally be supported by these policies. The proposal would result in the loss of the commercial function of the site, therefore there would be a loss of a unit that could accommodate other main town centre uses that would contribute to the vitality and viability of the centre, as envisaged by Policies R1 and BTC1.
29. Moreover, criterion 4 of Policy BTC1 states that 'residential uses and other uses not-open to the general public will be supported for upper floors within the town centre, but will not be supported in ground floor street frontages'. As the proposal would result in residential occupation at ground floor level within a street frontage, there is further conflict with Policy BTC1.
30. While the Framework advises that residential development often plays an important role in ensuring the vitality of centres and encourages residential development on appropriate sites, the proposal is for only a single dwelling. Therefore, while future occupants are likely to use nearby services and facilities, this would be limited in effect and so there is likely to be an overall reduction in footfall to this part of the town centre.
31. The proposed use would not enhance the range of facilities offered and given its residential character; it is unlikely to stimulate activity outside normal

shopping hours. There would be an overall reduction in the facilities offered at this part of the town centre and therefore coupled with the likely reduction in footfall, the proposal would be detrimental to the vitality and viability of the town centre.

32. For these reasons, I find that the proposed change of use would have a harmful effect on the vitality and viability of Biggleswade Town Centre. It would conflict with Local Plan Policy R1 and Neighbourhood Plan Policy BTC1 which together seek to maintain or enhance the vitality, viability and character of the town centre by maintaining appropriate town centre uses. In this regard, the proposal is also contrary to the associated provisions of the Framework which aim to ensure the vitality of town centres.

Listed building and conservation area

Special interest and significance

33. The Red Lion Public House is a 17th century timber-framed building, with later 19th century mock timber-framing to its exterior. It is included on the statutory list at Grade II and is set within the Biggleswade Conservation Area. It is a modest two-storey building with an L-shaped plan and a steep dual pitch roof covered with red clay tiles. The building has been subject to various 20th century additions and alterations, including single storey flat roof extensions to its rear. Nonetheless, the building retains much of its historic character and features of interest, in particular, with much of its historic timber frame visibly evident throughout the interior of the building.
34. The Framework requires that the significance of a heritage asset, including any contribution made by its setting, should be established to a level of detail proportionate to the asset's importance². The appellant's Heritage Statement³ provides no more than a cursory overview of the special interest of the listed building and is not a rigorous appraisal of its significance. In this respect, it falls short of that which is sufficient to satisfactorily understand the potential impact of the proposal, and so it fails to comply with the requirements of the Framework.
35. Nevertheless, from the limited evidence before me, and from my own observations, I consider the significance of the listed building to be largely derived from a combination of its historic and architectural interest as a timber-framed building, typical of its period, and a well-preserved example of a traditional 17th century inn. The building's age, form and design, use of traditional materials, along with surviving features of special architectural and historic interest, most notably its historic timber-frame, and its communal value as a public house, all make an important contribution to its special character and significance.
36. The appeal site also falls within the Biggleswade Conservation Area (CA), which is focused on the commercial heart of the town, with Market Square at its centre. The CA comprises a tight-knit pattern of historic buildings reflecting the town's significant expansion during the 19th century, predominantly centred around its historic Market Square, and interspersed with older buildings. Its historic growth and expansion are in part owed to its location as a stopping point on the Great North Road, a key trading route

² Paragraph 200 of the National Planning Policy Framework

³ Heritage Statement by G C Planning Partnership Ltd. Dated February 2022.

connecting London with principal settlements in the North of England and Scotland.

37. The rich legacy of historic buildings and tight-knit pattern of development combine to provide an historic, attractive and distinctive townscape that contribute greatly to the significance of the CA as a designated heritage asset. As a 17th century building of traditional construction, the appeal site makes a significant contribution to the character and appearance of the CA, creating a sense of arrival to the town centre, along with its likely historic association as a coaching inn on the historic route of the Great North Road.

The appeal scheme's effect on the listed building and conservation area

38. Sections 16(2) and 66(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990 (the Act) require me to have special regard to the desirability of preserving the building, or its setting or any features of special architectural or historic interest it possesses. Section 72(1) of the Act also requires that special attention be paid to the desirability of preserving or enhancing the character or appearance of the conservation area. I have therefore considered the appeal proposal in light of these weighty statutory duties.
39. The proposal would see the currently vacant listed building converted into a residential property with four bedrooms and detached garage building. To facilitate the proposed conversion, the proposal would result in the demolition of the 20th century single storey flat roof additions to the rear. These elements do not add to the historic or architectural significance of the building and therefore their loss is of little consequence. However, removing these rear extensions is likely to expose the historic timber frame of the listed building.
40. The accompanying plans and drawings appear to show a new ground floor rear elevation, with patio style doors, built along the line of the timber-framing. However, there is no reference to the building's historic timber-frame or how this element of new build would interact with this part of the building's historic fabric. In fact, the building's timber frame is not identified on the proposed plans or drawings and there are no annotations to explain how or if it would be retained or removed. Furthermore, the appellant's Heritage Statement is silent on this matter and therefore provides no indication of the likely impact, or otherwise, of this element of the proposal.
41. It is imperative that proposals are accompanied by appropriately scaled drawings and specifications of sufficient detail to illustrate and/or describe the proposals in order to avoid any uncertainty over the extent of what is proposed, and to allow a robust assessment of any consequent effects. In this case, the plans and supporting information are wholly inadequate to undertake a meaningful assessment of the proposal and cast significant doubt over what is proposed. This is highly undesirable in general terms, but especially given that the property is a Grade II listed building, the conservation of which attracts great weight, and where such information is critical to understanding any consequent effects.
42. To overcome this, the appellant considers that a planning condition could secure a detailed schedule of works, with their intention being to retain the historic timber frame. However, in the absence of any illustrative details, or

technical specifications, there remains, at this stage, a great deal of ambiguity over what is proposed and therefore it would be unacceptable to leave such substantive matters to be controlled by condition. This is because the extent of the works and their consequent effect on the listed building is unclear and could also affect the structural integrity of this part of the building.

43. The Framework points out that applicants need to describe the significance of any heritage assets only to a level of detail that is sufficient to understand the potential impact of the proposal on the significance of the asset. However, despite the historic timber frame being integral to the overall significance of the designated heritage asset, the Heritage Statement fails to assess the impact of the proposal on this element of the building's historic fabric. It is therefore utterly deficient in this regard.
44. As a result, the proposal fails to demonstrate an understanding of the historic significance of the building's timber-framed structure or explain how the conversion works would affect this element of the building. Thus, the proposals pose a significant risk to the historic fabric of the listed building, and therefore its heritage significance. In the absence of any detailed and convincing evidence to the contrary, it is more likely than not that the proposals would harm elements which are integral to the listed building's special interest.
45. Despite the identified harm to the listed building, and subject to a condition to retain its signage, the proposals would not substantially alter the external appearance of the building when viewed from the public domain. Accordingly, I find that there would be no appreciable impact on the character or appearance of the CA when considered as a whole.
46. Bringing these points together, and mindful of the statutory duties arising from the Act, I find that the proposals would fail to preserve the listed building and its features of special architectural or historic interest. In doing so, the proposals would result in harm to the significance of this designated heritage asset.

Public benefits

47. Paragraph 205 of the Framework advises that when considering the impact of a proposed development on the significance of designated heritage assets, great weight should be given to the asset's conservation, irrespective of the level of harm. Paragraph 206 goes on to advise that significance can be harmed or lost through the alteration or destruction of the heritage asset or from development within its setting and that any such harm should require clear and convincing justification.
48. In accordance with paragraphs 207 and 208 of the Framework, it is for the decision maker, having identified harm to the designated heritage asset, to consider the magnitude of that harm. Notwithstanding the absence of evidence in this case, under the terms of the Framework, I consider the harm to be less than substantial given the extent of the proposals and their likely consequent effects. Accordingly, the Framework requires the harm to be weighed against the public benefits of the proposals including, where appropriate, securing its optimum viable use.

49. The proposals would provide an additional residential unit in an area with good access to a range of services and facilities, making a positive contribution to the local supply of housing. Economic and social benefits would also accrue through the construction and subsequent occupation of the dwelling, with future occupiers utilising services and facilities in the locality.
50. Notwithstanding the lack of detail and ambiguity of what is proposed, the removal of the modern 20th century flat roofed extensions to the rear could better reveal the significance of the listed building, resulting in a heritage benefit. The proposals would also result in the renovation and refurbishment of a vacant listed building and provide a viable use that could secure its long-term future. However, on the evidence before me, it has not been demonstrated that the proposals represent the only viable use for the listed building. As such, it has not been demonstrated that the proposals would represent the optimum viable use of the building in terms of it being the one likely to cause the least harm to the significance of the heritage asset.
51. Consequently, the combined weight of the public benefits would not tip the balance in favour of the appeals when set against the considerable importance and weight that I place on the harm to the significance of the listed building. For this reason, the proposals are contrary to the Framework's aim to conserve heritage assets in a manner appropriate to their significance.
52. To conclude on this main issue, in the absence of sufficient public benefits to outweigh the identified harm, the proposals would fail to preserve the special architectural and historic interest of the Grade II listed building, the Red Lion Public House. Therefore, the proposals are contrary to Local Plan Policy HE3, Neighbourhood Plan Policy BH2, and the associated provisions of the Framework, which together seek to ensure that proposals will preserve, sustain and enhance the significance of heritage assets.
53. I have found that the proposals would not harm the CA and therefore I am satisfied that the overall character and appearance of that area would be preserved, in accordance with the statutory duty set out at section 72(1) of the Act. However, this is of neutral consequence that weighs neither for nor against the appeals.

Living conditions for future occupants

54. The appeal site is located on a busy road junction and main route into the town centre. It strikes me that the general character and function of the site's immediate surroundings is that of a busy town centre environment with a variety of uses, attracting a regular flow of vehicular traffic, including delivery vehicles, and moderately high levels of pedestrian footfall to access the local services and facilities on offer. This generates a degree of noise from road traffic and general comings and goings from nearby commercial and community uses.
55. Given the character of the area and the nearby commercial uses, there are clear indications of an active night-time economy. In particular, I note that the neighbouring Stratton House Hotel is a busy premises that is licenced for the playing of music late into the evening and early hours of the morning on some days of the week. Therefore, a significant degree of noise and disturbance associated with the general hustle and bustle of a town centre environment exists in the immediate vicinity and is likely to persist well into

the evening hours. This has the potential to result in noise and disturbance to the future occupants of the proposed dwelling.

56. To support the appeal the appellant has submitted a Noise Assessment⁴ which recommends that secondary glazing is installed to mitigate any potential adverse noise impacts on future occupants. The windows of the appeal property are largely single glazed timber-framed casement units, with some of the windows at first floor already incorporating secondary glazing units. However, it is not clear from the Noise Assessment if the current secondary glazed units are sufficient or if units of a higher specification are required to replace these existing units.
57. This lack of clarity is compounded by the fact that the noise monitoring did not take place from within the building and instead was conducted externally. Therefore, it has not been established as to what degree of acoustic protection the existing fabric of the building affords. Nevertheless, the LPA's Public Protection Officer is content that secondary glazing is likely to be an acceptable means of noise mitigation.
58. However, in the absence of detailed specifications for the secondary glazing units the LPA's Conservation Officer is concerned that the installation of such units could result in harm to the historic fabric of the building, particularly given its timber frame construction.
59. To address this, the appellant suggests that a scheme for secondary glazing could be secured by way of a condition, and subsequently approved in writing by the LPA. However, in order to impose a condition, decision-makers need to be confident that there is a reasonable prospect that the requirements of the condition can be achieved. Otherwise, the condition would fail the test of reasonableness.
60. I am mindful that interventions like secondary glazing are not always achievable for historic properties. This largely depends on the design of the existing windows, and the depth of the reveal. Whilst I accept that some units already benefit from a level of secondary glazing, there is nothing before me to demonstrate that this is adequate, or that further secondary glazed units would be achievable and could be installed without causing harm to the historic fabric of the building.
61. In these circumstances, I do not have sufficient assurances that a scheme of secondary glazing would be a suitable means of noise mitigation, given its potential adverse effect on the listed building. It would therefore be inappropriate and unreasonable to impose a planning condition to require such a scheme because it is unclear if such a scheme is feasible.
62. I acknowledge that a residential use already occurs on the first floor of the property. However, this use is ancillary to the building's use as a public house, whereas the appeal scheme would intensify the residential use to that of an independent residential unit. Therefore, as an independent dwelling, future residents should be able to reasonably expect satisfactory living conditions without unacceptable levels of noise disturbance.
63. Consequently, in the absence of suitable noise mitigation, the proposal would not provide satisfactory living conditions for future occupants, with regard to

⁴ Noise Assessment by Joynes Nash Acoustic Consultants, dated December 2022, version 1.1

noise and disturbance. Therefore, the proposal conflicts with Policy CC8 of the Local Plan and the associated provisions of the Framework, which together seek to avoid unacceptable levels of noise pollution and achieve high standards of amenity for existing and future users.

Other Matters

64. The evidence refers to the presence of other Grade II listed buildings within the vicinity of the site, including Stratton House Hotel, No.4 London Road, and No.2 London Road. Mindful of the statutory duty set out in section 66(1) of the Act, I have had special regard to the desirability of preserving the settings of these listed buildings. The special interest and significance of these designated heritage assets largely stem from their architectural and historic interest as 18th and 19th century buildings, but is also derived, in part, from their respective townscape settings. Given the position and nature of the proposals, I consider that the settings of these designated heritage assets would be preserved. I note that the LPA raised no concerns in this regard, and from my own assessment I see no reason to take a different view.
65. I acknowledge that there would be some limited economic benefits as a result of the proposals and that this would involve the refurbishment of a currently vacant listed building at considerable cost. However, these matters do not outweigh the harms that I have found in this case and the associated conflicts with the development plan.

Conclusion

66. In light of my findings above, the proposals would result in the loss of a valued community facility contrary to local policies which seek to protect such facilities, and it would have a harmful effect on the vitality and viability of Biggleswade Town Centre. I have also found that the proposals would fail to preserve the special architectural and historic interest of the Grade II listed building, the Red Lion Public House, and would not provide satisfactory living conditions for future occupants, with regard to noise and disturbance.
67. I have not found the proposals to be harmful to the character or appearance of the Biggleswade Conservation Area. However, this is of neutral consequence.
68. Nevertheless, for the reasons set out above, the proposals would conflict with the above-cited policies of the Local Plan and the Neighbourhood Plan. There is also conflict with the provisions of the Framework. The public benefits and other material considerations advanced in favour of the appeal are not of sufficient weight to outweigh these conflicts.
69. Consequently, there are no material considerations to indicate that the decisions should be made other than in accordance with the development plan. Therefore, I conclude that both appeals should be dismissed.

J M Tweddle

INSPECTOR

APPEARANCES

FOR THE APPELLANT:

Stephen Connell *BA(Hons) DipTP MRTPI*

Planning Consultant, GL Planning
Partnership Ltd

Terry Elliot

Appellant

FOR THE LOCAL PLANNING AUTHORITY:

Eilis Edmonds *BA(Hons) MA MRTPI*

Senior Planning Officer

Maria Viciano *MRTPI IHBC (Assoc.)*

Conservation Officer

David Rubidge *BSc(Hons)*

Public Protection Officer/Env. Health

INTERESTED PARTIES:

Cllr Colin Thomas

Biggleswade Town Council &
Member of the Campaign for Real
Ale (CAMRA)

DOCUMENTS SUBMITTED AT THE HEARING:

Swept Path Analysis, drawing No. 2819-003, by CAD Precision Ltd, dated Oct 2023



Costs Decision

Hearing held on 15 November 2023

Site visit made on 16 November 2023

by J M Tweddle BSc(Hons) MSc(Dist) MRTPI

an Inspector appointed by the Secretary of State

Decision date: 6th February 2024

**Costs application in relation to Appeal A Ref: APP/P0240/W/22/3313193
The Red Lion, 1 London Road, Biggleswade, Central Bedfordshire
SG18 8ED**

- The application is made under the Town and Country Planning Act 1990, sections 78, 322 and Schedule 6, and the Local Government Act 1972, section 250(5).
 - The application is made by Elliott Builders Ltd for a full award of costs against Central Bedfordshire Council.
 - The appeal was against the refusal of planning permission for development described as the conversion of former public house to one (1x) dwellinghouse, demolition of single-storey rear extensions, and conversion of outbuilding into garaging and storage building.
-

**Appeal B Ref: APP/P0240/Y/22/3313199
The Red Lion, 1 London Road, Biggleswade, Central Bedfordshire
SG18 8ED**

- The application is made under the Planning (Listed Buildings and Conservation Areas) Act 1990, sections 20, 89 and Schedule 3, and the Local Government Act 1972, section 250(5).
 - The application is made by Elliott Builders Ltd for a full award of costs against Central Bedfordshire Council.
 - The appeal was against the refusal of listed building consent for the conversion of former public house to one (1x) dwelling-house, demolition of single-storey rear extensions, and conversion of outbuilding into garaging and storage building.
-

Decision

1. The application for an award of costs is refused.

Preliminary matters

2. In relation to appeal A, at the hearing the applicant submitted a revised Swept Path Analysis drawing¹ to demonstrate the ability to turn a 6.5 metre long vehicle within the site. In response, the Local planning Authority (LPA) confirmed that this addressed its concerns in relation to highway safety and therefore overcomes its fourth reason for refusal.
3. Accordingly, the applicant withdrew the associated text from his application for costs in relation to highway matters. I have therefore not considered this matter further in relation to this application for costs.

Reasons

4. Parties in planning appeals normally meet their own expenses. However, the Planning Practice Guidance (PPG) advises that costs may be awarded against a

¹ Swept Path Analysis using a 6.50M panel van, drawing No. 2819-003, by CAD Precision Ltd

party who has behaved unreasonably and thereby caused the party applying for costs to incur unnecessary or wasted expense in the appeal process.

5. The applicant considers the LPA to have acted unreasonably in the way that it handled both applications for planning permission and listed building consent, causing a significant and unnecessary delay in obtaining consent and thus they have incurred unnecessary and wasted expense in pursuing the appeals. Consequently, they are of the view that the LPA has prevented development that should clearly have been permitted, having regard to its accordance with the development plan.
6. Furthermore, the applicant alleges that the LPA did not work in a positive and proactive manner to seek solutions that could have overcome its concerns. Instead, they consider that the LPA has made inaccurate assertions about the impact of the proposals which could have been overcome by seeking additional information or by the imposition of planning conditions.
7. The PPG makes it clear that LPA's will be at risk of an award of costs being made against them if they fail to produce evidence to substantiate each reason for refusal or by preventing or delaying development which should clearly be permitted, having regard to its accordance with the development plan, national policy and any other material considerations. In addition, LPA's are required to work in a positive and proactive manner, seeking solutions to problems that may arise while dealing with planning applications.
8. However, in this case, as can be seen from my decision, the applicant's Heritage Statement was woefully deficient and the plans and drawings accompanying the applications resulted in a great deal of ambiguity. This was not therefore a case where a modest submission of additional information would have overcome the LPA's concerns. At the point of submission, it was reasonable for the LPA to have expected plans, drawings and supporting documentation of sufficient detail to adequately illustrate and/or describe the proposals in order to avoid any uncertainty over the extent of what is proposed, and to allow a robust assessment of any consequent effects. The applicant's proposals fell significantly short of that expectation.
9. My decision sets out why it would not be appropriate or reasonable to leave such substantive matters to be dealt with by conditions, therefore I cannot agree with the applicant's assertions in this regard. Furthermore, without repeating my reasons here, I largely agree with the LPA's assessment of the proposal and its likely consequent effects. Therefore, the LPA has demonstrated that there were sufficient grounds upon which to withhold its consent, and so it has not prevented or delayed development which should clearly have been permitted.
10. I am also satisfied that due consideration has been given to the existing on-site circumstances, and my decision details why this does not amount to a material consideration that would outweigh the harm identified in this case.
11. For all these reasons, I cannot agree that the LPA has acted unreasonably in this case. Consequently, there can be no question that the applicant incurred unnecessary or wasted expense.

Conclusion

12. I find that unreasonable behaviour resulting in unnecessary or wasted expense, as described in the PPG, has not been demonstrated, and therefore an award of costs is not justified.

J M Tweddle

INSPECTOR

