

Clerks Report (Includes Matters Arising from March meeting) – July 2017

Circulated prior to the meeting with the agenda, please indicate to the Chair if there are any comments or queries during the meeting for this item.

Land Registry Items– Andrew Carrier of Fraser Dawbarns has advised that it could take a few weeks for the Land Registry to resolve, but they have received all the information to proceed. This included Transfer of Land Registry (Current Village Hall Site) From Parish Council to Wereham Village Hall CIO NK393387; request to Land Registry to Amalgamate PC Retained Land NK408732 (bowling green) and NK393387 (three metre strip) in one single title and Application to Land Registry to Update Title NK408732 from Possessory to Absolute. This is ongoing for the time being.

Moles (playing field and cemetery) – Steven Ashdon been inspecting and one mole caught on playing field in past two months keeping on top of mass activity. He is in regular contact with the Clerk. Sand and paint mark areas where traps are set underground.

- 01.06.17 – Few mole hills on playing field but runs too shallow to set traps on public access field. No activity in the cemetery.
- 12.06.17 – Mole hills on playing field had deeper runs and set traps/
- 15.06.17 – Clerk emailed to check mole hills on new grass in cemetery.

Cemetery Grass Establishment – T&A tidied the new grass in the cemetery from weeds and reseeded it. They are due to attend at least two more times whilst it further establishes itself

Telephone Box Refurbishment – Lee has continued to paint the phone box.

Defibrillator Check– The Clerk is continued to check the system weekly and no issues have been reported. Clerk arranged a further defibrillator session on Tuesday 22 August at 4-6 pm in the Village Hall. There is item on July agenda to discuss small surplus funding left.

Road Grips, The Row – The Clerk believes this has now been resolved.

West Norfolk Recycling Rewards – They confirmed receipt of the Parish Council's nomination of Wereham Village Hall. We will await to hear if successful.

Fly Tipping – Information on how to report was added to the website and Facebook page.

Pond – Orange mesh was to stop ducklings getting stuck down the drain and will be removed when there is no longer a risk. Mr Voutt had installed and caused no issues.

VAT Return – This was sent off to the HMRC refund early July for payments back to October. Please note that this is no extra money in the budget as VAT is no budgeted for.

Exerciser Rights and the Audit – This was displayed from 5 June 2017 for a total of 30 working days. The main audit was returned to Mazars and a response will be received late August 2017. The Audit have returned queries in relation to the 201516 Audit and the Clerk is working through it.

Pot Holes Reported in May – Crimplesham one on A134 has been resolved. The Cavenham Lane/Gibbet lane report had been inspected and action plan for resolve in place, it had been additionally reported by someone else too.

Cemetery Grass Edging – CGM have cut the grass right back to the edge of the cemetery and will continue to maintain it at this level.

Cemetery Gate – There has been no volunteer come forward to paint the gate from Facebook shout outs.

Barclays Error – Barclays bank after five months actioned a transfer which they had lost in early February at the beginning of May to Westcotec. The payment has since been returned to the bank account. Barclays are sending a second £50 refund for my time in contacting them to complain, including the interest totalling £33 whilst the money had left the account. I have advised them that I had not had an easy time of setting up online banking to view statements to mitigate such issues, which they have agreed to progress as a further way of compensating the issues that have taken place. Barclays apologies for their branches conduct and it had been an employee that had processed the lost transfer even with notes from the complaints team being present on the PC's file. The Parish Council has received £100 in total as compensation but £33 interest for their error.

Rangers – They are visiting the village w/c 24 July and they have been notified of many jobs that need looking at. The Clerk has also reported online broken signage at either end of Flegg Green including the weight restriction signs that appear to be possibly facing the wrong way.

Casual Vacancy & Co-option Process

The Local Government Act 1972 requires that every vacancy on a local council in England has to be publicly notified by the means of a notice displayed by the clerk within the parish in at least one conspicuous place, as soon as practicable after the occurrence. These notices are available from the Suffolk Association of Local Councils or District Councils.

Where a casual vacancy arises through:

- (a) failure to execute a declaration of acceptance of office
- (b) resignation
- (c) death

the parish council does not have to declare the vacancy formally at one of its meetings, but simply to give public notice.

Resignation has to be in writing, addressed to the Chairman - not the clerk - and is **effective upon receipt** by the Chairman (S.84 LGA 1972). The Chairman's resignation goes to the council and is effective from receipt by the council. Once delivered in writing, even if a resignation quotes a date in the future the **resignation takes effect from the date upon which the letter is received and may not subsequently be withdrawn**. In practice a letter of resignation should be delivered to the clerk who will ensure it reaches the chairman or council.

However, in the following circumstances, the parish council must declare a casual vacancy formally at its meeting and give public notice of the vacancy immediately after the declaration has been made:

- when a councillor ceases to be qualified to be a member of the council, for example, ceases to be a Commonwealth citizen or a Euro National;
- when a councillor ceases to be a member through failure to attend meetings of the council, or of its committees, for six consecutive months beginning with the last attendance, unless the reason for non-attendance was approved by the council before the expiry of the period. (It is important to record reasons for absence in the minutes if they are given and resolve that they shall not lead to disqualification);
- when a councillor becomes disqualified, if he takes up paid employment with the council such as paid clerk;
- when a councillor is adjudged bankrupt (a High Court judgment is required prior to declaring a casual vacancy);
- if a councillor is held responsible by order of the court for incurring or authorising illegal expenditure exceeding £2,000 (a High Court judgment is required prior to declaring a casual vacancy);
- if a councillor is on conviction of any offence in the United Kingdom, Channel Isles or the Isle of Man, with a sentence of not less than 3 months imprisonment (whether suspended or not)

without the option of a fine (a High Court judgment is required prior to declaring a casual vacancy) ;

- finally, a councillor may be disqualified under any enactment relating to corrupt or illegal election practices (a High Court judgment is required prior to declaring a casual vacancy).

If, within fourteen days of publication of the notice of vacancy, ten electors for the parish give notice in writing to the District Council of a request for an election to fill the vacancy, an election must be held within sixty days from the date on which the notice of the vacancy was given. The period of days excludes Saturdays, Sundays, Christmas Eve, Christmas Day, Good Friday, a Bank Holiday and any day of public thanksgiving or mourning, and it cannot be claimed within six months of the day when the councillor whose office is declared vacant would ordinarily have retired.

The election arrangements are dealt with by the appropriate officer of the District Council.

If no poll is claimed in time, the council fills the vacancy as soon as practicable.

If there is less than six months before the next ordinary election, the council may but is not bound to co-opt.

A successful candidate must have received an absolute majority vote of those present and voting (Local Government Act 1972, Sch 12 para 39). It follows therefore that where there are more than two candidates for one vacancy, the first vote may not give one candidate a majority of all the votes cast. In this case, the candidate(s) with the lowest number of votes should be eliminated and a vote taken again until one candidate has a majority of all the votes cast.

This will mostly be a satisfactory procedure unless a number of candidates have obtained the same number of least votes, leaving only one candidate without an absolute majority. In such cases, an alternative method of striking off candidate(s), such as negotiation, are necessary.

At the point where the council has to decide between two candidates, the person presiding at the meeting has a casting vote and this should overcome any difficulty of a tie.

Voting to fill a casual vacancy, as with other questions coming before the council, must be by show of hands unless the council has Standing Orders which provide for voting by some other method. If a secret ballot is held any member may request that the way in which each member voted on any part must be recorded in the Minutes; and a member who wishes the voting to be recorded may make his demand either before or after the vote.

In filling a casual vacancy by co-option the parish council do not have to take into account the name of anyone who has expressed a wish to be considered for co-option. They are free to elect whomsoever they wish, provided of course he is eligible for election.

A council has no reason to exclude the public and press from the co-option procedure and, therefore, must not do so.

The council is not obliged to consider the claims of candidates who were unsuccessful at a previous election. The council can choose not to co-opt candidates that put themselves forward but must bear in mind the duty to co-opt as soon as is practicable and should be mindful of the need to be lawful, fair and transparent in decision-making.

Summary:

- If you have a casual vacancy, publicise it or, if necessary, formally declare it at a meeting of the council.
- If a poll is claimed within fourteen days then an election must be held within 60 days of the notice of vacancy.
- If no poll is claimed the parish council must fill the vacancy by co-option as soon as practicable.

Remember:

Good practice demands that the council should advertise widely for co-optees in the parish in order that all electors have an equal opportunity to be considered. Notice boards, village shop, pub and parish magazine should be used.

Generally, the cost of the election has to be borne by the parish. However, some district councils pay the election costs for their parish and town councils, recognising the importance of elections to the democratic process.

If an election is requested then make sure you have:

- A current copy of the Register of Electors
- Nomination forms, consent to nomination and notes for the guidance of candidates

Assist the Returning Officer by publishing the Notice of Election, Notice of Poll, Statement of Persons Nominated and Declaration of Result. The more publicity you can give the better for all concerned and a higher turn-out for the Poll.

Once the result has been declared the clerk should write to the successful candidate, sending him a copy of the council's Standing Orders, dates of SALC training courses, a Register of Interests form, a Declaration of Acceptance of Office form and notification of the time, date and place of the next parish council meeting. The Declaration of Acceptance must be signed before or at the first council meeting after the election or co-option. The Register of Interests must be completed and returned to the clerk within 28 days of election or co-option. Parish Councils should consider resolving that **all** new councillors attend a SALC training course. Training councillors and clerks is an important part of a council's risk management process.

Each candidate at an election must complete a Declaration of Expenses form and return it to the Returning Officer. These forms are still required even if no expenses have been incurred.

Finally, remember the Returning Officer is available for any advice or assistance you may require.

Individually addressed to all
Town & Parish Councils
cc Local Members

NCC contact number: 0344 800 8020
Textphone: 0344 800 8011

Your Ref:
Date: 27th June 2017

My Ref: HI/12/GEN/DH/PD
Tel No.: 0344 800 8020
Email: martin.wilby@norfolk.gov.uk

From the Chairman of the County Council's Environment, Development & Transport Committee

Dear Sir/Madam

Delivering local highway improvements in partnership with Town and Parish Councils

I am delighted to inform you that due to the success of working in partnership with Parish/Town Councils for the last six years the Parish Partnership Scheme Initiative will again be repeated in the financial year 2018/19. Further supporting information, including possible funding sources for your share of the bid, is available on our website (click on [this link](#)).

The County Council has again allocated £300,000 on a 50/50 basis to fund schemes put forward by Town and Parish Councils to deliver projects that are priorities for local communities. We are particularly keen to encourage and support first-time bids.

This letter provides more information on the process, invites you to submit bids, and explains how the County Council can support you in developing your ideas. The closing date will be 11 December 2017. If you need any advice in developing your ideas, especially around the practicalities and cost estimates, please consult your local Highway Engineers based at your local Area Office.

Once all bids have been received we will assess them and inform you of our decision in March 2018.

Continued .../

To encourage bids from Town and Parish Councils with annual incomes (precepts plus any another income) below £2,000, we are offering the following support;

- 75% County Council contribution
- £5,000 maximum bid value
- Offer available only once to any bidder

We will also accept bids from unparished County Council wards. Such wards can always opt to become a formal parish council, but otherwise we are offering support on the basis that the ward raises the required 50% funding. Kings Lynn Borough Council, Great Yarmouth Borough Council and Norwich City Council have kindly indicated their willingness to consider proposed schemes and potential funding for them. Further details are in the relevant committee report on our website (click on [this link](#)).

What sort of schemes would be acceptable?

- Small lengths of formal footway
- Trods (a simplified and low cost footway),
- Improved crossing facilities
- Improvements to Public Rights of Way.
- Flashing signs to tackle speeding. We would encourage you to consider Speed Awareness Mobile Signs (SAM2) - which flash up the driver's actual speed rather than fixed signs (VAS) - which flash up the speed limit. The number of VAS in Norfolk has grown, and checks show that speed reduction benefits can be minimal. Whilst we will still consider bids for fixed VAS, we will need to be satisfied that they will be effective in reducing speed. We consider that SAM2 mobile signs, which are moved around on an agreed rota, are better at reducing speed; **SAM2 can be jointly purchased with neighbouring Parishes, and would be owned and maintained by the Parish/Town Council**
- Part-time 20mph signs with flashing warning lights, outside schools. The County Council trialled these in 2008/9, and generally had a favourable community response, with some moderate reductions in average speeds during peak times. Whilst the County Council supports the aspiration to have part-time 20mph speed limits outside each school in Norfolk, to do this would cost in the region of £3.75 million pounds

School Keep Clear carriageway markings outside schools. **This type of improvement is being included within the Parish Partnership Initiative for the first time.** Applications will be considered for either new school keep clear carriageway markings (which must be supported by the local school) or making existing school keep clear markings enforceable. However, in both cases and depending on the location, it may not always be practicable for Civil Parking Enforcement (CPE) Officers to undertake enforcement and this may happen only where it is operationally convenient to do so (i.e. when officers are in the area engaged on other enforcement work). To be enforceable, school keep clear markings need to comply with specific regulations and this could mean that existing

school keep clear markings may need amending (your Highway Engineer can advise)

New Bus Shelter. A copy of Norfolk County Councils guidance for new bus shelters is available on our web site (click on [this link](#)). **Any new shelter would be owned and maintained by the Parish/Town Council.**

Schemes can be within or off the highway provided they are linked to the highway. If they are off highway the future responsibility for the maintenance will fall to the Parish or Town Council.

Schemes should be self-contained and not require other schemes or works to make them effective.

Schemes that support the Local Transport Plan (LTP) objectives will have a higher priority for funding. The LTP can be found on our website (click on [this link](#)).

With the County Council's agreement Parishes can employ private contractors to deliver schemes. Any works on the highway would be subject to an agreed programme, inspection on completion, and the contractor having £10m public liability insurance.

What schemes will not be considered?

- Bids for minor traffic management changes such as speed limits or waiting restrictions will not qualify.
- Bids for installation of low-energy LED lighting in streetlights to help cut energy bills and maintenance.

What information should you include in your bid?

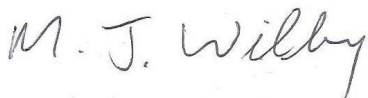
- Details of the scheme, its cost and your contribution.
- Who, and how many people will benefit.
- How it supports the objectives of the Local Transport Plan.
- Local support, particularly from your local Member, frontagers and land owners.
- For 'off highway' schemes, your proposals for future maintenance.

Please find a simple bid application form attached to this letter. When assessing your bid we will consider the points above, but also:

- The potential for casualty reduction.
- Any ongoing maintenance costs for the County Council.

Your bids should be emailed to ppschemes@norfolk.gov.uk (or posted for the attention of the Capital Programme Manager, Paul Donnachie, at the above address). If you need further information on the bid process please contact Paul, by email or by phoning 01603 223097. For advice on the scheme practicalities and/or likely costs, please contact your local Highway Engineer.

Yours sincerely



Martin Wilby
Chairman of Environment, Development and Transport Committee

Parish Partnership bid application form

Fund applied for:	Parish Partnership Fund		
Applicant details:			
Submitted by/contact:			
Sum applied for:			
Total project cost:			
Project title:			
Project detail:			
Proposed start date:			
Proposed completion date:			
Any other funding:			
Parish Income:	Precept	Other Income	Total Yearly Income
Reason for works:			
Any relevant supporting documents (e.g. supportive correspondence) :			
Discussed with:			

Wereham Village Pond Project and Other Matters for Discussion Report

- 1) Norfolk County Council, Area Manager Andy Wallace met with the Parish Council in June to discuss plan for the pond on site. It was agreed for a start on site in September after the summer holidays when the children go back to school. The plan and letter has been notified to the parishioners who neighbour the pond, is available to anyone else on request and on the parish council website. The work will take up four days to complete within the week. As soon as the date is known the clerk will notify all concerned.
- 2) The Parish Council briefly discussed aerating the pond with Andy and he suggested using Westcotec. The Council need to explore this further within the meeting. **For discussion?**
- 3) The Parish Council have discussed a community group before, this needs to be discussed further. **For discussion?**
- 4) The Parish Clerk has been in contact with Community Conservation Trust who bring volunteers to undertake agreed conservation work. The Parish Council are going to have a site meeting with them in August to explore a partnership. Partnerships with the Wildlife Trust will be explored as part of work too. They offer £300 per day and bring volunteers and all necessary equipment for the day (see attached info)
www.tcv.org.uk/norfolk Representative Debbie Murray can attend a site visit with the PC in August any Monday would be okay with me: 31/7, 7/8, 14/8, 21/8, or 28/8 at 2 pm or after 5 pm . **For discussion?**
- 5) Cllr G Koopwitz thought that the following could work in accordance with the pond work: - **for discussion?**

Plant a Tree Charter Legacy Tree

In celebration of the launch of the new Tree Charter on 6 November 2017, 800 Legacy Trees will be planted across the UK. Legacy Trees will be accompanied by a plaque about the Tree Charter. Becoming a Charter Branch is free (as are the Tree Charter Legacy Trees) Your level of involvement is up to you and may range from signing up to receive free copies of the Tree Charter's newspaper to more imaginative projects and activities around trees. If you're interested in planting a Legacy Tree sign up to become a local council Charter Branch by following the link: [Register your Local Council as a Charter Branch](#)

- 6) Does the Parish Council wish to approve a quotation for emergency drain clearance of £50 when needed? **For discussion.**
- 7) The Parish Council have received a request to install a memorial bench on the pond grassed site? **For discussion.**

QUOTE



Wereham Parish Council

Estimate #

000001

Date

30/03/2017

Acme Co.

Email: leegardner220591@gmail.com

Description	Total
Drainage Clearance	£50.00
Too clear waste from storm drainage grate building up in corners . And waste around pond .Too remove the waste altogether and will check chamber for waste and blockages.	
Subtotal	£50.00
Total	£50.00

Notes:

As and when basis when inform by a member of wereham Parish council

St Margaret's Churchyard Report for Discussion

- 1) **Annual St Margaret's Church Clock Services** – The Parish Council need to resolve to action.
- 2) **Parish Council responsibility note previously circulated (pages)**. Clerk and Cllr Walker attended the SLCC conference which covered Closed Churchyards and Tree Management and will provide verbal feedback during the meeting. NALC note previously circulated
Churchyard Wall – The Clerk met with LH Tombleson and Sons of Wimbotsham who confirmed that minor repairs were needed in order to stop further deterioration. They had recently worked on the Rouses Lane Cemetery in Downham Market. Clerk is chasing quote for the meeting.
- 3) **Parochial Church Council** - The Parish Council received a letter from the PCC for response. (attached)
- 4) **Tree Management** – Separate item on the July agenda to discuss quotations to carry out tree surveys in Autumn 2017. Will include the Churchyard.
- 5) **Memorial Inspections** – Peter Mitchell has returned a proposal which is attached after this note.
- 6) Ken Waters may be attending the September meeting.

St Margaret's of Antioch, Wereham
Parochial Church Council

6th June 2017

Helen Richardson
Wereham Parish Council
11 Crown Gardens
Wereham
Kings Lynn PE33 9BG

Dear Mrs Richardson

Re St Margaret's Closed Churchyard - Maintenance

Thank you for your letter of the 21st May, the contents of which I forwarded to Sheila Smith, our Church Warden. Having spoken to Rev Waters, Sheila has asked me to confirm that the Parochial Church Council would not be responsible for any repairs that are required in the churchyard because of its status but that that responsibility lies with the Parish Council.

It is noted that the next Parish Council meeting is the 11th July and we will endeavour to send a representative to that meeting for any further discussion.

Yours sincerely

Christine Clere
Secretary to the PCC

T&A Tree & Garden Services

Professional Arboricultural & Horticultural Services

Alexander Laver ISA BCMA Cert Arb RFS

4 Hill Farm Cottages, Castle Acre Road, Great Dunham, PE32 2LP

07782131258

tandanorfolk@me.com

Council Clerk

Wereham Parish Council

Wereham

Norfolk

5werehampc@gmail.com

1/4/17

FAO Helen Richardson

Wereham Parish Council Clerk and Responsible Finance Officer

Dear Helen

Thank you for your enquiry regarding in Wereham Norfolk

We would be happy to quote for the following work:

£360 To carry out a re-inspection of the parish tree stock following our Intel survey in 2015 by CGM. This will include, The Playing field, the Pond / green, the Cemetery and the addition of the 19+ trees standing in the grounds of St Margret's Church Yard.

If you would like to go ahead with the work please sign and date one copy of this letter and return it in the envelope provided.

Thank you and we look forward to hearing from you soon.

Alexander Laver ISA Cert Arb RFS

T&A Tree and Garden Services

Ms Helen Richardson
Wereham Parish Council
11 Crown Gardens
Wereham
Kings Lynn
Norfolk
PE33 9BG

Our ref: CS/KB/CGM6565

13 June 2017

Dear Helen

Annual Tree Survey

I would like to thank you for your most valued enquiry and I have pleasure in providing our quotation as requested.

QUOTATION

CGM will provide all trained/qualified operatives, including all modern machinery and equipment, in order to carry out the following works:

- To provide an arboricultural consultant with a Professional Tree Inspection certificate to carry out a ground level, visual inspection of trees located on the Playing Field, Cemetery, St Margaret's Church Yard and Pond Area.
- To provide a written report with recommendations for remedial works or further investigation as necessary.

£285.00 + VAT

(VAT is chargeable at 20%)

I hope the above quotation is acceptable to you. Should you require any further information or have any queries, please do not hesitate to contact me. Should our quotation be acceptable, we would appreciate confirmation in writing by email to operationseast@cgm Ltd.co.uk or post for the attention of Quotations Department.

Please quote the above reference on all correspondence.

This quotation is valid for a period of thirty days from the date of the quotation, terms and conditions apply.

For policies and accreditations please visit our website www.cgmltd.co.uk

Assuring you of my best attention at all times and I look forward to hearing from you.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Smith', with a long horizontal flourish extending to the right.

Chris Smith
Group Director of Arboriculture and Compliance

TERMS AND CONDITIONS – SUPPLY OF SERVICES

In these Conditions the following definitions apply:

Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
CGM	means the CGM Group (East Anglia) Limited (registered number 03529670);
Contract	means the agreement between CGM and the Customer for the supply of services incorporating these Conditions;
Customer	means the person named as the Customer in the Quote;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract;
Goods	means any goods supplied by CGM incidental to its provision of the Services;
Location	means the address(es) for performance of the Services as set out in the Quote;
Naturally Diminishing Services	means Services which are altered by nature and start to depart from specification owing to natural events immediately following performance (including but not limited to grass cutting, hedge trimming and window cleaning services);
Price	means the price for the Services set out in the Quote;
Quote	means the Quote form attached to these Conditions;
Services	means the Services specified in the Quote (including the provision of any Goods incidental to the provision of such services) and to be performed by CGM for the Customer; and
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1. Term and Application of the Contract

1.1 These Conditions apply to and form the Contract between CGM and the Customer in respect of the Services. They supersede any previously issued terms and conditions of purchase or supply.

1.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that CGM otherwise agrees in writing.

1.3 The Contract takes effect (and the Customer shall be deemed to have accepted these Conditions) on the Customer's acceptance of the Quote and will, subject to earlier termination in accordance with the provisions of these Conditions, continue until completion of the Services.

1.4 No variation of the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of CGM.

2. Price

2.1 CGM shall invoice the Customer for the Price on completion of the Services and the Customer shall pay the Price to CGM by such date as shall be stated on the invoice or, should an invoice not contain a date for payment, within thirty (30) days of the date of such invoice.

2.2 The Prices are exclusive of VAT (or equivalent sales tax).

2.3 The Customer shall pay any applicable VAT to CGM on receipt of a valid VAT invoice.

2.4 Time of payment is of the essence. Where sums due under the Contract are not paid in full by the due date CGM may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of HSBC Bank Plc from time to time in force, such interest to accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

3. Performance

3.1 The Services shall be performed at the Location (and any Goods shall be delivered to the Location). The Customer shall make such premises available for CGM so that CGM is able to make the Services available to be performed.

3.2 Time of performance of the Services is not of the essence. CGM shall use its reasonable endeavours to meet any estimated dates for performance, but any such dates are approximate only.

3.3 Risk in any Goods shall pass to the Customer upon delivery. Title in the Goods shall pass to the Customer once CGM has received payment in full and in cleared funds of the Price.

4. Service Specific Requirements

4.1 The Customer shall ensure that:

4.1.1 CGM is provided (at no cost to CGM) with such amounts of water and electricity at the Location as shall be required to perform the Services;

4.1.2 CGM is provided with access to the Location during normal working hours on the dates that the Services are to be provided;

4.1.3 CGM is notified of any statutory provisions, by-laws, planning or building regulations or conditions that may affect the ability of CGM to perform the Services at the Location prior to CGM's performance of the Services;

4.1.4 the Location is safe for CGM, its employees and agents to visit in order to perform the Services and the Customer shall disclose any known hazards (for example underground and overhead services, drains, pods, ditches or watercourses) to CGM in advance of performance of the Services. Should the Customer fail to disclose any such hazards and these are discovered by CGM, CGM shall have the right to increase the Price by such amount as reflects the additional work or costs incurred by CGM in dealing with such hazards; and

4.1.5 any grass area at the Location that is to be cut by CGM is cleared of any foreign objects, dog mess, moles or mole hills or other items which may cause damage or injury to any CGM equipment, employees or agents or any third party.

4.2 Where the Services include:

4.2.1 grass cutting, CGM will cut the entire grassed area to a recognised industry standard for the intended use. CGM cannot be held responsible for grass clumping due to damp weather conditions where grass arisings are to remain uncollected;

4.2.2 collection of grass cuttings by CGM, CGM will aim to leave a clean finish but cannot be held responsible for minor clumping and small amounts of grass remaining uncollected where weather conditions make collection difficult;

4.2.3 strimming, CGM will cut the grass to the height of the surrounding area and will ensure that all arisings are mechanically blown off any public rights of way;

4.2.4 the maintenance of hedges, CGM shall trim hedges to remove the last six months of growth and shall endeavour to carry out such trimming outside of the bird nesting season (March to July inclusive) although this may not always be possible (and if CGM finds an occupied bird's nest whilst hedge trimming, CGM shall suspend such trimming and shall inform the Customer and shall recommence trimming after the bird's nest becomes unoccupied);

4.2.5 the spraying of pesticides, CGM will only undertake the work when weather conditions are suitable and will not spray such pesticides during inclement or adverse weather;

4.2.6 the carrying out of soft landscaping works (i.e. planting, turfing and seeding), CGM will ensure that the works are completed to a good horticultural standard and that plants are healthy when planted. On performance of these Services, it is the Customer's responsibility to maintain any such soft landscaping by way of watering and feeding to ensure successful establishment. CGM shall not be responsible for any deterioration to any soft landscaping following performance of the Services owing to lack of water, pests or diseases or climactic or weather conditions.

5. Warranty

5.1 CGM warrants that:

5.1.1 for a period of three (3) months from performance, any Services which are not Naturally Diminishing Services and any Goods shall:

(a) conform in all material respects to their description;

(b) be free from material defects; and

(c) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13; and

5.1.2 at the time of performance, any Naturally Diminishing Services shall:

(a) conform in all material respects to their description;

(b) be free from material defects; and

(c) be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.

5.2 CGM shall, at its option, remedy, re-perform, repair, replace or refund the Goods and/or Services that do not comply with clause 5.1, provided that the Customer serves a written notice on CGM not later than five (5) Business Days from performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from performance in the case of latent defects.

5.3 Except as set out in this clause 5 CGM gives no warranties and makes no representations in relation to the Goods or Services and shall have no liability for their failure to comply with the warranty in clause 5, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

5.4 CGM shall only reimburse the Customer for any damage done at the Location if CGM concludes (in its reasonable opinion) that the damage was negligently caused by CGM in the provision of the Services. If CGM concludes that the damage was not caused by CGM or was caused by CGM but

not as a result of any negligence on CGM's part then CGM shall have no liability under the Contract to reimburse the Customer. The Customer shall not attempt to deduct any sums from the Price or otherwise offset any sums from the Price in relation to any such damage and any attempt to do so by the Customer shall constitute a material breach of the Contract.

6. Limitation of liability

6.1 Subject to clause 6.4, CGM's total liability to the Customer under the Contract shall not exceed the Price paid by the Customer.

6.2 Subject to clauses 6.4, CGM shall not be liable to the Customer for consequential, indirect or special losses.

6.3 Subject to clauses 6.4, CGM shall not be liable to the Customer for (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.

6.4 Notwithstanding any other provision of these Conditions, the liability of the parties shall not be limited in any way in respect of the following:

6.4.1 death or personal injury caused by negligence;

6.4.2 fraud or fraudulent misrepresentation; or

6.4.3 any other losses which cannot be excluded or limited by applicable law.

7. Force Majeure

7.1 A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure.

7.2 If, due to Force Majeure, a party is delayed in or prevented from performing its obligations for a continuous period exceeding thirty (30) days the parties shall, within thirty (30) days, renegotiate the Contract to achieve, as nearly as possible, the original commercial intent.

8. Termination

8.1 Either party may terminate the Contract at any time by giving notice in writing to the other if:

8.1.1 the other commits a material breach of the Contract and such breach is not remediable or if remediable is not remedied within fourteen (14) days of receiving written notice of such breach;

8.1.2 the other has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within fourteen (14) days after receiving notification that the payment is overdue; or

8.1.3 the other becomes unable to pay its debts in the ordinary course of business, passes a resolution for winding up or has a receiver or administrator appointed over all or any of its assets, becomes insolvent (whether voluntary or

involuntary), is placed in liquidation or ceases to carry on business as a going concern.

9. Notices

9.1 Any notice or other communication given by a party shall be in writing and in English and be signed by, or on behalf of, the party giving it (except for notices sent by email).

9.2 Notices may be given, and are deemed received:

9.2.1 by hand: on receipt of a signature at the time of delivery;

9.2.2 by first class post: at 9.00 am on the second Business Day after posting;

9.2.3 by email: on receipt of a delivery receipt email from the correct address.

10. Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and is duly signed or executed by, or on behalf of, CGM.

11. Assignment

11.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without CGM's prior written consent, such consent not to be unreasonably withheld or delayed.

11.2 CGM may assign, subcontract or encumber any right or obligation under the Contract without the consent of the Customer.

12. Set off

12.1 CGM shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract.

12.2 The Customer shall pay all sums that it owes to CGM under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

13. Third party rights

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

14. Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction.

TRAFFIC ANALYSIS REPORT

For Project: A134
 Location/Name: Incoming Direction
 Report Generated: 15/03/2017 12:13
 Speed Intervals: 5 mph
 Time Intervals: 240 minutes

Traffic Report From 1/4/2017 3:04:05 PM through 3/15/2017 3:30:00 PM

85th Percentile Speed: 42 mph
 85th Percentile Vehicles: 179,506 counts
 Max Speed: 85.0 mph on 3/13/2017 7:30:00 AM
 Total Vehicles: 211,184 count
 AADT: 3,016

Volumes - weekly vehicle counts

	Time	5 Day	7 Day
Average Daily		4,757	4,329
AM peak	7:00 to 8:00	389	314
PM peak	4:00 to 5:00	398	356

Speed

Speed limit: 40 mph
 85th Percentile Speed: 42 mph
 Average Speed: 36.5 mph

	Monday	Tuesday	Wednesday	Thursday	Friday
Count over limit	7,239	7,280	6,643	6,076	6,570
% over limit	20.8	20.9	20.7	20.4	19.3
Avg speeder	43.8	43.9	43.8	43.9	43.8

Saturday	Sunday
6,251	5,783
25.2	27.6
44.0	44.3

Wereham Community Defibrillator Funding
Funds Awarded by Lottery Awards For All

£3958 Awarded

Date	Invoice/Order Ref	Item	Supplier	Unit Price	Net Amt	VAT	Total Price
08.02.17	1039	cPAD View Semi Auto Defib+ Stainless	Community Heartbeat Trust	£1,995.00	£1,995.00	£399.00	£2,394.00
08.02.17	1039	Emergency Phone Cellular	Community Heartbeat Trust	£341.00	£341.00	£68.20	£409.20
08.02.17	1039	Emergency Phone Cellular Annual Rer	Community Heartbeat Trust	£52.00	£52.00	£10.40	£62.40
08.02.17	1039	Annual Membership - First Year	Community Heartbeat Trust	£126.00	£126.00	£25.20	£151.20
08.02.17	1039	LOL Electrician Cabinet Fitting	Community Heartbeat Trust	£300.00	£300.00	£60.00	£360.00
16.03.17	1159	Key Fob for Cabinet Access	Community Heartbeat Trust	£0.25	£87.50	£17.50	£105.00
16.03.17	1159	Fridge Magnet	Community Heartbeat Trust	£0.25	£87.50	£17.50	£105.00
16.03.17	1159	Carriage - magnets and fobs	Community Heartbeat Trust	£3.00	£3.00	£0.00	£3.00
18.03.17	Amazon	Envelopes - Village Drop 320	Amazon	£11.91	£11.91	£2.38	£14.29
30.03.17	1203	A4 Wall Sign - Location Advice	Community Heartbeat Trust	£5.00	£20.00	£4.00	£24.00
30.03.17	1203	Carriage - wall signs	Community Heartbeat Trust	£3.00	£3.00	£0.00	£3.00
		Hire of Hall - Awareness Event	Wereham Village Hall	£10.00	£10.00	£0.00	£10.00
		Awareness Event	Community Heartbeat Trust	£175.00	£210.00	£35.00	£245.00
		Hire of Hall - Awareness Event	Wereham Village Hall	£10.00	£10.00	£0.00	£10.00
TOTAL SPENT							£3,896.09
Underspend							£61.91

Depending on Hall Hire costs in August - could spend any left on fobs and magnets?

WEREHAM PLAY AREA/PLAYING FIELD BI-MONTHLY SAFETY INSPECTION

Date of Inspection: 23rd June 2017

Name of Inspector: Jonathon Ratsey

INSPECTION ITEM	✓	DETAILS OF ANY ISSUES
Play Area Gate	✓	
Contact us/Safety Signs	x	Dog Fouling signs Faded (See Photos) NEW SIGN IS £9 APPROVED?
Play Area Tile Surfaces	✓	Clean, free from moss, showing their age
Nursery Multi-play Unit	x	The logs on the walkways need to be tightened, several found to rattle / lose. Hand tighten were possible, they may well swell up when it rains again – WHO CAN DO THIS?
Storm Multi Play Unit	✓	
Cradle Seated Swings	✓	
Flat Seated Swings	x	Checked, found to have piece of covering missing (see photo), does not seem to impair use of swing – WHAT ACTION TO TAKE?
Flat Seat – crack on it (agreed to specifically monitor at March 2017 meeting)	X	See above
Metal Bench	✓	
Fence	✓	
Grassed area within enclosure	✓	
Grassed area at entrance	✓	
Multi-sports Goal	✓	
Cycle Rack	✓	
Teen Shelter	✓	
Football Goal North	x	Goal leans into play area, seems unchanged from before
Football Goal South	x	As per North Goal
2 x Park Seat	✓	
Dog Litter Bin	✓	
Play Area Grass Quality / Mole issues / Dog waste	x	Grass appears to have been cut, with all the mole hills now level. No new mole hills, so unless the grass was cut today, then it would seem the moles are under control.
Trees around whole site	✓	
Condition of grassed areas between A134 and the Village Hall / Church Road entrance.	✓	These have recently been cut, removing all the stinging nettles etc – cosmetically this does look better as you drive into the village (in my opinion)
Condition of grass outside of village hall	✓	

OTHER NOTES:

POND AND SURROUNDING AREA BI-MONTHLY INSPECTION

Date of Inspection:

23rd June 2017

Name of Inspector: Jonathon Ratsey

2 x Benches	✓	
Telephone Box/Defibrillator (Appearance only as checked weekly by the Clerk)	✓	The box has been repainted, but the top remains to be done
Play Area Grass Quality / Mole issues / Dog waste	X	The Dog fouling sign has faded in the sun, need replacing - £9 TO REPLACE?
Trees around whole site	x	The trees appear to be fine, however at the back of the pond some the bushes and plants are now growing out into the path see photos, I am guess we will have a complaint before too long – ACTION TO TAKE?
Condition of grassed area	X	The grass appears to have been recently cut, however it is still quite long, and appears that during the mowing some more flattened than cut. With the pond works planned, it is probably not worth raising this as the whole area is about to change

WEREHAM ST MARGARET'S CHURCHYARD BI-MONTHLY SAFETY INSPECTION

Date of Inspection:

23rd June 2017

Name of Inspector: Jonathon Ratsey

INSPECTION ITEM	✓	DETAILS OF ANY ISSUES
Church Gate Safety	✓	
Contact us/Safety Signs	x	I cannot see a Parish contact sign, although that is probably to come after we take over formally
Pathway	✓	
Hedge and Trees around whole site	✓	The trees appear ok, from a visual walk around, see note on wall
Any obvious memorial safety issues	x	As been previously noted, some of the memorials are leaning and some of the larger graves have partly collapsed (see photos) – COVERED WITHIN INSPECTION
Fence/Wall/Gate	x	<ol style="list-style-type: none"> 1) The wall bordering the farm, has a number of places where the flints have fallen out (repairs will be needed) photos attached. 2) The wall bordering the road has a slight lean on it, probably from the trees behind it – noting this has always had a lean, so just needs watching 3) The main wall beside the front gate that curves round to the road, has a bulge forming it from the trees behind it, Over time this will need an expensive repair and mitigation (I have taken some photos but its best looked out on site)
Grass Quality / Mole issues / Dog waste	✓	

OTHER NOTES:

WEREHAM CEMETERY BI-MONTHLY SAFETY INSPECTION

Date of Inspection: 23rd June 2017

Name of Inspector: Jonathon Ratsey

INSPECTION ITEM	✓	DETAILS OF ANY ISSUES
Cemetery Area Gate	✓	
Contact us/Safety Signs	✓	
Pathway	x	The pathway is generally in good condition, no weeds however some of the edging boards are starting to come away and will need replacing in the future – ACTION TO TAKE?
Hedge and Trees around whole site	x	The hedge does not appear to have been cut recently, especially at the entrance and towards the speed sign, where the hedge has totally obscured the sign – BEING DONE W/C 24 JULY
Any obvious memorial safety issues	✓	Random sample checked and appear to be solid
Fence/Wall/Gateway	x	Walking round the grave yard I found a couple of pieces of fencing wire that seem to have been dragged out of the fence bordering the houses during the grass cutting – something to keep an eye on – ACTION TO TAKE?
Grass Quality / Mole issues / Dog waste	x	<p>The new area of grass is not being cut, so brambles have started growing up through it spoiling the grass – needs to be added to CGM list, if already on there then they need a polite prompt – see photos.</p> <p>Note I also found a length of strimmer line, discarded on one of the graves, assuming this was not thrown over the fence from the houses then it would be worth reminding CGM that while the residence of the grave yard are sleeping quietly, their living relatives may not take to kindly to this kind of thing. Unfortunately my phone died at this point so not photo</p> <p>At the back of the cemetery on the RHS on the old grass area there is lad with a hole in laying on the grass, just need to find out if this is there for a purpose, of perhaps is left over from the clearance of the new area. If it's the later I will get it shifted.</p> <p>ALEX LAVER HAS SINCE RESOLVED AND RESEEDED, THE QUOTE INCLUDED THREE VISITS UNTIL ESTABLISHED. THE CLERK WILL REMAIN IN CONTACT UNTIL IT CAN BE HANDED OVER TO CGM</p>

OTHER NOTES:

Transparency Fund for Smaller Authorities - Funding Application Form

Click here to view information on the Fund, including instructions on how to complete the application form.		
Question	Answer	
1. What is the name of your authority (i.e. parish council)?	Wareham Parish Council	
2. Which county association of local councils area (or Association of Drainage Authorities) is your authority in?	Norfolk ALC	
3. What is your authority's turnover? (n.b. see Guidance notes for details on turnover)	£15,364.00	
4. Has your authority received money from the Transparency Fund before?	Yes - received funding during both years	
5. Is your authority putting an internet connection in place, or has it set up a connection already, solely to comply with the Transparency Code?	Please select answer	
If the answer is YES:		
6. Set up cost for internet connection		
7. From what date is your authority using the internet to comply with the Transparency Code?	Please select answer	
8. Monthly cost for internet connection	£0.00	
Total amount claimed for internet set up	£0.00	
9. Does the authority currently own a computer?	Yes - received funding in 2016/17	
If the answer is NO:		
10. Cost - (Excluding VAT)		
11. Does the authority require software?	Please select answer	
If the answer is YES:		
12. Cost (Excluding VAT)		
13. Does the authority currently own a device capable of scanning?	Please select answer	
If the answer is NO:		
14. Cost (Excluding VAT) n.b. see Guidance notes for details on combined scanners/printers etc		
Web presence		
15. Does your authority have a website?	Yes - received funding in 2016/17	
16. Does your authority have access to another organisation's website to which it can upload the necessary documents?	Yes - received funding in 2016/17	
17. If the authority is using (or would like to use) another organisation's website which involves a cost, please provide details of the cost per annum (Excluding VAT). If you would like to request money to set up your own website, please leave this section blank.		
If the authority does not currently have access to a website to which it can upload the documents, or if you have received funding from us previously and would like to claim recurring costs, please answer the following questions:		
18. Website - Set up Costs (Excluding VAT)		
19. From what date would you like to start claiming funding for monthly website costs? Please note, you may only claim funding for monthly costs if you have set up a website solely to comply with the Transparency Code.	01/04/2017	
20. Website - monthly costs (Excluding VAT)	£7.00	
Total amount claimed for website costs	£34.00	
Training		
21. Is any training needed?	Please select answer	
If the answer is YES:		
22. Brief Description		
23. Total Cost (Excluding VAT)		
Staffing		
Set up costs		
24. Total Hours		
25. Hourly rate (Gross)		
Monthly costs - for months up to and including March 2018		
26. Hours per month	2.00	
27. Hourly rate (Gross)	£11.45	
28. From what date would you like to start claiming funding for monthly staffing costs? Please note, we can only cover staffing costs for the period starting with this date, until the end of the financial year.	01/04/2017	
Total amount claimed for staffing	£274.82	
29. If the authority believes it needs to access funding for other items which are not covered by this form or if you have exceeded the grant threshold you can apply for, for any of the sections above, please give concise details of these requirements, the reasons and costs involved here. Please note - if the authority chooses to use the form your application may take longer to process and we do not guarantee that we will meet the dates in the attached timetable.		
Total amount requested	£358.82	
Authorisation		
Please confirm that this document has been approved by the authority.	Please select answer	
Finance Details		
Account name		
Bank address		
Sort Code - six digits		
Account Number - eight digits		
FOR COUNTY ASSOCIATION / ADA USE ONLY - Date received		
FOR NALC OFFICE USE ONLY - Date received		