



Tollesbury Parish Council

Notice is hereby given that the virtual Meeting of **TOLLESBURY PARISH COUNCIL** will be held on Tuesday 12th January 2021, via Zoom commencing at 7.30 pm, to which members of the Council are summoned for the transaction of the under-mentioned business.

M. Curtis

Michelle Curtis – Clerk to the Council

5th January 2021

Councillors: S Plater (Chairman), T Lowther (Vice-Chairman), M Bell, V Chambers, R Clare, R Cole, S Hawes, R Lankester, S Legg, J Rogers, A St Joseph

THE PRESS AND PUBLIC ARE CORDIALLY INVITED TO ATTEND

Photographing, recording, broadcasting or transmitting the proceedings of a meeting by any means is permitted however the privacy of (i) persons who object to the same and (ii) children and vulnerable adults must be respected by anonymising the identities of such.

The meeting is virtual and is being held via Zoom. If you wish to attend the meeting, please contact the Clerk who will email you joining information.

1. Apologies for Absence

To receive apologies for absence.

2. Declaration of Interest

Members are reminded that they are required to declare any Disclosable Pecuniary Interests, Other Pecuniary Interests and Non-Pecuniary Interests which they know they might have in items of business on the agenda. They are reminded that they will need to repeat their declarations at the appropriate point in the meeting and leave the room if required under the Code of Conduct. Unforeseen interests must be declared similarly at the appropriate time.

3. Public Forum

Members of the public will be given an opportunity to put forward their question(s) or statement to the Council. The Chairman will at his discretion then decide if he is able to answer the question(s) or proposes to put the item on the agenda for the next meeting.



4. **County Councillor and District Councillors**
To receive information from the County Councillor and District Councillors
5. **Tollesbury – COVID-19**
To receive update from Cllr Clare on Tollesbury Volunteers
6. **Minutes**
To receive and approve the Minutes of the Meeting held on 15th December 2020 #
7. **Fellowship Afloat Charitable Trust – Tolfish Hump**
To receive renewed licence agreement for Tolfish Hump for 2021 #
8. **Finance**
 - 8.1 To receive and approve the Monthly Financial Report as at 31st December 2020 #
 - 8.2 To receive and approve the Payments #
9. **Planning**
Planning Applications and Decisions

Applications are circulated to all Councillors with the agenda, for study ahead of the meeting. Planning documents are also available for everyone to view on Maldon District Council's website (www.maldon.gov.uk).

- **Applications:** To consider Planning Applications received from Maldon District Council including the following.

Application No: HOUSE/MAL/20/01314

Proposal: First floor side extension

Location: 33 New Road Tollesbury

Application No: TCA/MAL/20/01248

Proposal: T1 Acacia - Remove 3 metres of branches overhanging the public bench. T2 Group of Ivy - Cut back all overhanging branches that are hanging over the garage of the stables by 3 metres

Location: Tollesbury Congregational Church East Street Tollesbury

Application No: 20/01349/TCA

Proposal: T1 Walnut - Reduce branch by 2m.

Location: 7 Church Street Tollesbury

Application No: HOUSE/MAL/20/01147 PP-09127746

Proposal: Single storey rear/ side extension. Roof addition including roof lights and flue pipe. Changes to fenestration. – Revised Plan

Location: White Leighs 44 Woodrolfe Road Tollesbury



- **Appeals:** To receive notification of Planning Appeals from Maldon District Council.

Appeal Ref: APP/X1545/W/20/3262027

Application Ref: FUL/MAL/20/00060

Site Address: Gorwell Hall Cartlodge Tollesbury Road Tollesbury Essex

Proposal: Conversion of former cartlodge to form a dwelling.

- **Planning Decisions:** To note decisions made by Maldon District Council.
- **Planning Appeal Decisions:** To note appeal decisions made by the Planning Inspectorate.
- **Tree Preservation Orders (TPOs):** To note TPOs made by Maldon District Council.

10. Recreation Ground

- 10.1** To receive the Minutes of the Recreation Ground Committee meeting held on 8th January 2021 #
- 10.2** To consider proposal from the Recreation Ground Committee to move the junior 11-a-side football pitch and mark out an adult 11-a-side pitch #
- 10.3** To consider proposal from the Recreation Ground Committee to give a grant towards the purchase of new portable 11-a-side goals #
- 10.4** To receive the Monthly Inspection Report *

11. Environment & Amenity (Allotments, Burial Ground, Hasler Green, Woodrolfe Green, Streetlight, Dog/Litter Bins, Highways, Footpaths)

- 11.1** To receive an update from the Environment & Amenity Committee
- 11.2** To receive the quarterly Inspection Reports *

12. Woodrolfe Hard

- 12.1** To receive an update from the Woodrolfe Hard Committee.

13. Woodup Pool

- 13.1** To receive the Minutes of the Woodup Pool Meeting on 15th December 2020 #

14. Neighbourhood Plan

To receive an update on the Neighbourhood Plan

15. Terms of Reference

To adopt the Terms of References for the Tollesbury Strategic Futures Panel (Climate Change) *



TOLLESBURY
PARISH
COUNCIL

16. Website

To consider quotation from Phelan Barker for various works to the Parish Council website *

17. Police/Community Protection Officers (CPO)

17.1 To receive the Police Reports (confidential) and discuss policing matters within the village to feedback to Essex Police #

17.2 To receive the CPO Reports for November and December 2020 *

18. Administration

To receive information from the Clerk – update on current and ongoing matters.

19. Community Concerns

To receive information only or note future agenda items.

20. Dates of the Next Meetings

Tuesday 2nd February 2021 - Full Council Meeting - 7.30 pm

Agenda items for consideration at the Full Council Meeting to be sent to the Clerk by Monday, 25th February 2021, at the latest.

Tuesday 2nd March 2021 - Full Council Meeting - 7.30 pm

Agenda items for consideration at the Full Council Meeting to be sent to the Clerk by Monday, 25th March 2021, at the latest.

Key: * = attached - # to follow

Clerk: Michelle Curtis

Address: 4 Valkyrie Close, Tollesbury, Essex CM9 8SL

Telephone: 01621 869039. **Email:** tollesburypc@btinternet.com

16 December 2020



Clerk to Tollesbury Parish Council

Reference: 20/00060/FUL
Planning Officer: Hayleigh
Parker-Haines

Dear Sir/Madam

**TOWN AND COUNTRY PLANNING ACT 1990
APPEAL UNDER SECTION 78**

Site Address: Gorwell Hall Cartlodge Tollesbury Road Tollesbury Essex
Proposal: Conversion of former cartlodge to form a dwelling.
Application Ref: 20/00060/FUL
Appellants Name: Mr & Mrs Wyatt
Appeal Ref: APP/X1545/W/20/3262027
Appeal Start Date: 14 December 2020

I refer to the above details. An appeal has been made to the Secretary of State against the Council's decision to refuse to grant planning permission.

The appeal will be determined on the basis of **written representations**. The procedure to be followed is set out in Part 2 of The Town and Country Planning (Appeals) (Written Representations Procedure) (England) Regulations 2009, as amended.

We have forwarded all the representations made to us on the application to the Planning Inspectorate and the appellant. These will be considered by the Inspector when determining the appeal.

If you wish to make comments, or modify/withdraw your previous representation, you can do so on the Planning Inspectorate website at <https://acp.planninginspectorate.gov.uk> or by emailing RT1@planninginspectorate.gov.uk. If you do not have access to the internet, you can send **three** copies to:

Safia Kausar
The Planning Inspectorate
Temple Quay House
2 The Square
Bristol
BS1 6PN

All representations must be received by 18 January 2021. Any representations submitted after the deadline will not usually be considered and will be returned. The Planning Inspectorate does not acknowledge representations. **All representations must quote the appeal reference.**



The appeal documents are available to view on our website www.maldon.gov.uk. Alternatively they may be viewed at the Council Offices, Princes Road, Maldon between 8.30am-5pm Monday-Thursday and 8.30am-4.30pm Fridays.

Guidance on taking part in planning appeals is available from
<https://www.gov.uk/topic/planning-development/planning-permission-appeals>

When made, the decision will be published on the Planning Inspectorate website
<https://acp.planninginspectorate.gov.uk>.

Yours faithfully

A handwritten signature in dark ink, appearing to read 'ML', is positioned above the printed name.

Matt Leigh
Lead Specialist Place



Town and Country Planning Act 1990

Weekly List Of Decisions

Week Ending 24 December 2020

HOUSE/MAL/20/01113 Tollesbury East

First floor extension, alterations to fenestration and internal alterations.
The Studio Woodrolfe Farm Lane Tollesbury Essex
(UPRN - 100091259600)
Mr Karl Cox

APPROVE subject to the following conditions:-

1 **CONDITION**

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

To comply with Section 91(1) The Town & Country Planning Act 1990 (as amended).

2 **CONDITION**

The development hereby permitted shall be carried out in accordance with the following approved plans and documents: 2020/09/01, 2020/09/02A, 2020/09/03A, 2020/09/04A, 2020/09/10A, 2020/09/10A, 2020/09/12A

REASON

To ensure that the development is carried out in accordance with the details as approved.

3 **CONDITION**

The materials used in the construction of the development hereby approved shall be as set out within the application form/plans hereby approved.

REASON

In the interest of the character and appearance of the area in accordance with policies S8 and D1 of the approved Local Development Plan and guidance contained within the National Planning Policy Framework.

POSITIVE AND PROACTIVE STATEMENT

Town and Country Planning (Development Management Procedure) (England) Order 2015 - Positive and Proactive Statement:

The Local Planning Authority has acted positively and proactively in determining this application by assessing the proposal against all material considerations, including planning policies and any representations that may have been received and subsequently determining to grant planning permission in accordance with the presumption in favour of sustainable development, as set out within the National Planning Policy Framework.

Officer: Sophie Mardon

Dated : 22/12/2020

TOLLESBURY PARISH COUNCIL
PLAYGROUND CHECKLIST

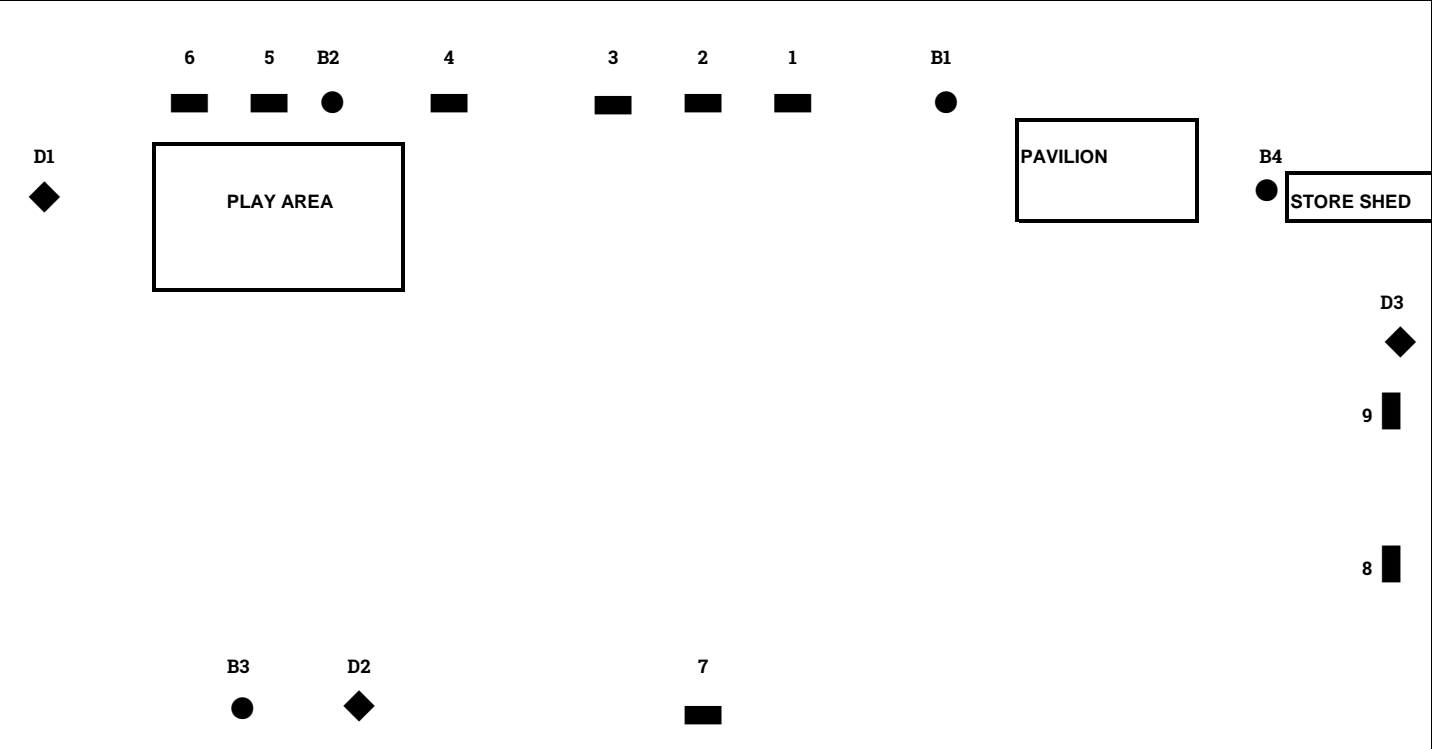
DATE OF INSPECTION: 31/12/2020

	Checked	Comments
EQUIPMENT	√	
Junior Swing	√	
Toddler Swing	√	
Snake Slide	√	
Wooden Climber Platform	√	
Tower and Slide	√	
Spinning Seasaw	√	
Igloo Climber	√	
Roundabout	√	
Zip Wire	√	Rubber on seat chain has moved down and needs to be looked at
Exercise Trial	√	
Overhead Ladders	√	
Vertical Bars	√	
Playship	√	
Chicken and Cow Springer	√	
Youth Shelter	√	
Skate Park	√	
Surfer Springer	√	
Fire Engine	√	
Fence	√	
Football Goal Posts	√	

Signed: *S J Curtis*

TOLLESBURY PARISH COUNCIL
BENCHES AND BINS

DATE OF INSPECTION: 31/12/2020



Benches

1	Ok
2	Ok
3	Ok
4	Ok
5	Ok
6	Ok
7	Ok
8	Ok
9	Ok

Dog Bins (D*)

1	Ok
2	Ok
3	Ok

Litter Bins (B*)

1	Ok
2	Ok
3	Ok
4	Ok

Signed: *S J Curtis*

ROUTINE OPEN AREAS INSPECTION REPORT HASLER GREEN

Date of Inspection: 30 Dec 2020

	Comments
Footpath	OK. Bit broken up by old willow stump (HG11+HG12) Also by Septic Close exit (HG13+HG14)
Litter Bin	OK.
Lamppost	As Before
Trees	OK. Tree in 44 Septic Close that used to overhang path has been removed.
Manholes	As before

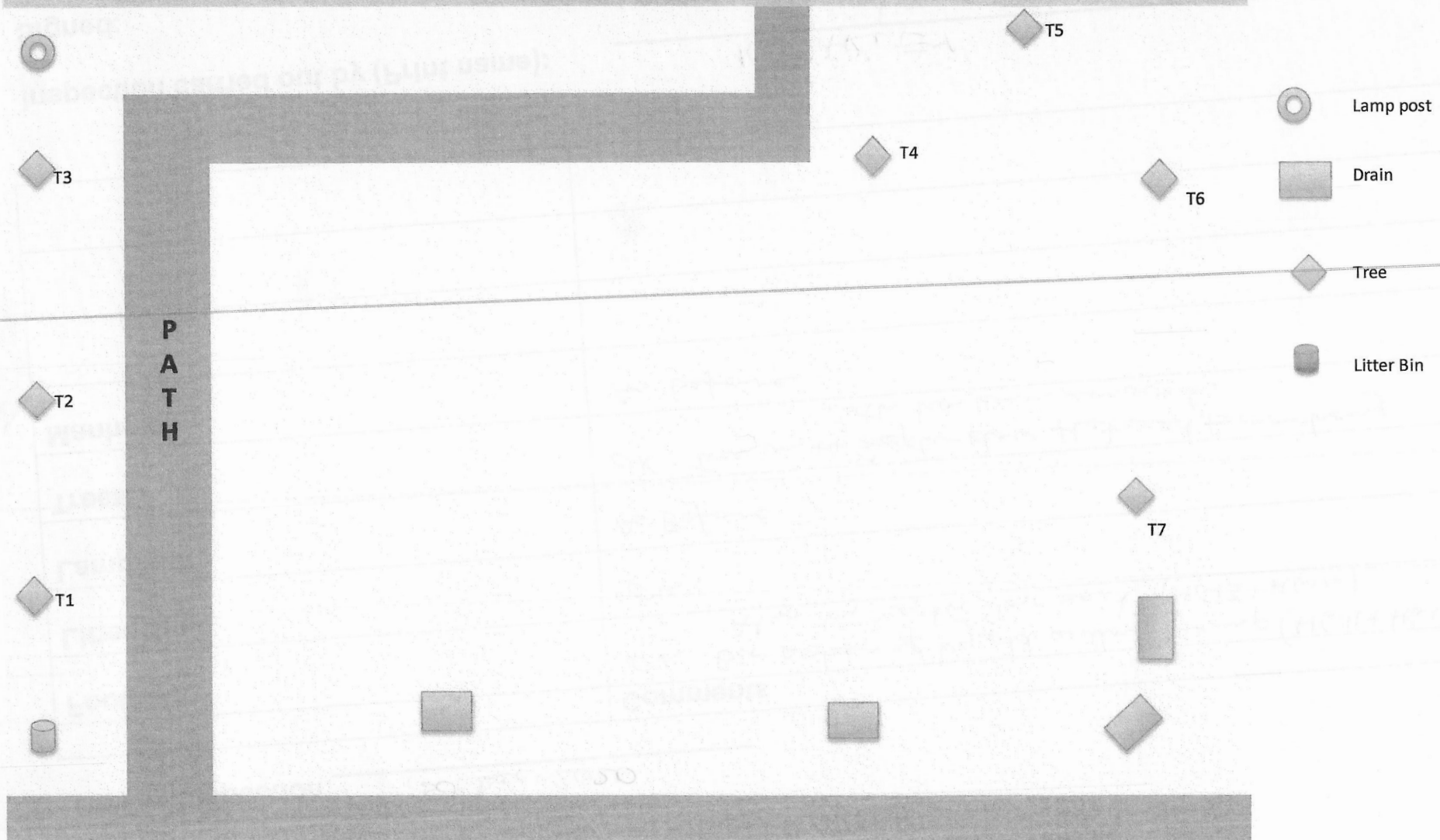
Inspection carried out by (Print name):

K. OAKLEY

Signed:

K. Oakley

**TOLLESBURY PARISH COUNCIL
HASLER GREEN**



**ROUTINE OPEN AREAS INSPECTION REPORT
WOODROLFE GREEN**Date of Inspection: 30 Dec 2020

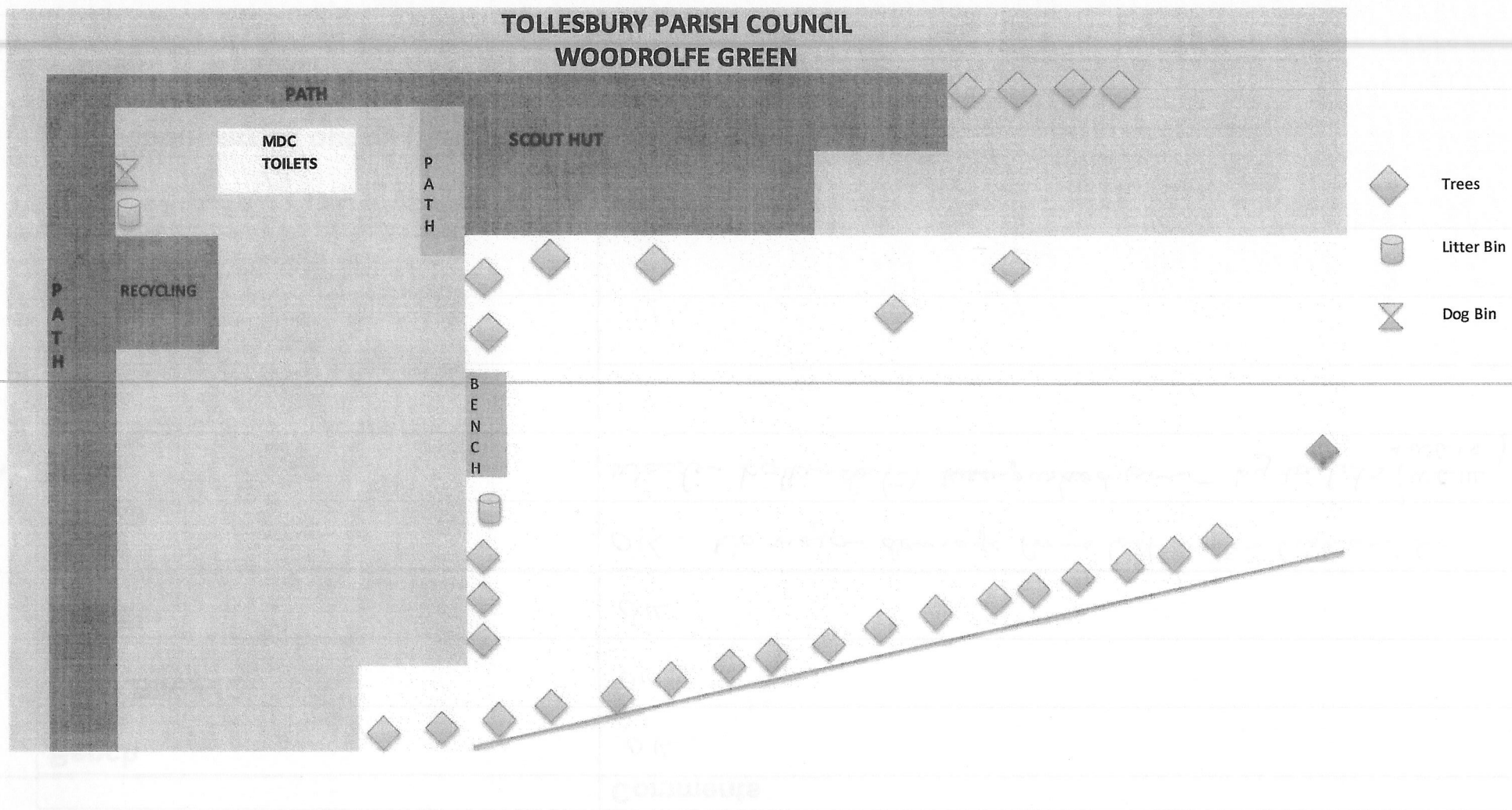
	Comments
Bench	OK.
Litter Bins x 2	OK
Dog Bin	OK
Trees	OK. No major damage from last weeks high wind
	Wooden bollards (2) was parked over by trailers (WG14 + WG15)

Inspection carried out by (Print name):

K. OAKLEY

Signed:

K. Oakley



**ROUTINE OPEN AREAS INSPECTION REPORT
ALLOTMENTS**Date of Inspection: 30 Dec 2020

	Comments
PC Signs	OK
Waters Taps x 2	OK Hose gone from Tap by gate (front protection?)
Footpath	Muddy in places (due to heavy rain?) Particularly on S. bdy.
Trees and Hedges Southern Boundary	OK. Cables still in contact with trees.
Trees and Hedges Northern Boundary	OK.
Trees and Hedges Eastern Boundary	OK.
Water Butts	As before
Entrance Gates x2	South OK. North will not close due to log on post.

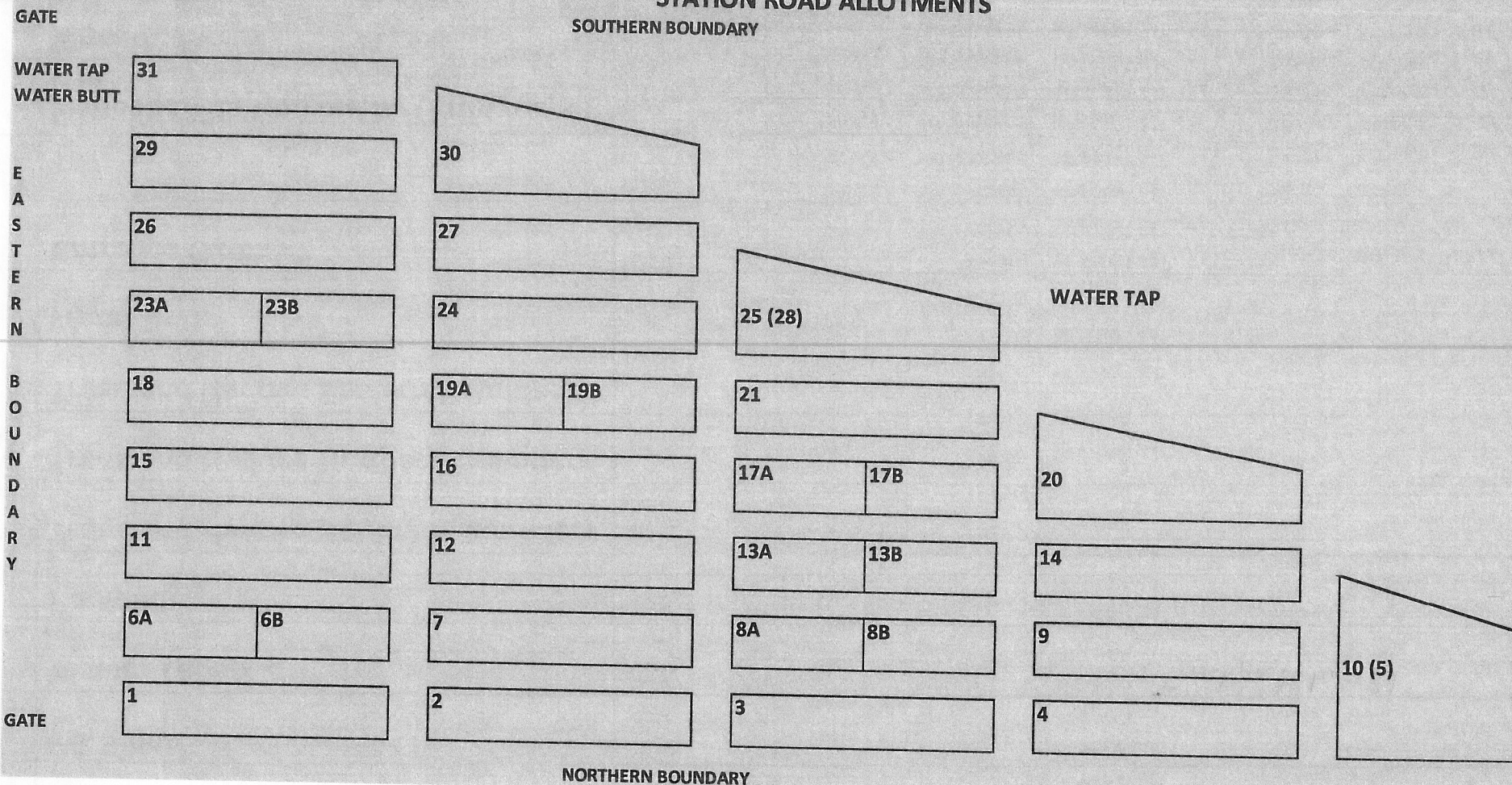
Inspection carried out by (Print name):

K. OAKLEY

Signed:

K. Oakley

TOLLESBURY PARISH COUNCIL STATION ROAD ALLOTMENTS



Date of inspection: 20/05/2020

ALLOTMENTS
ANNUAL OPEN SPACE INSPECTION REPORT

TERMS OF REFERENCE

TOLLESBURY STRATEGIC FUTURES PANEL

1. Context

Over the next 100 years Tollesbury Parish ('The Parish') will be impacted by multiple strategic factors beyond the control of Tollesbury Parish Council ('The Council').

Climate change will dominate. Others will include population growth, development of built environment, evolution of technology, changes in land use and coastline management, and marine and wildlife conservation.

The pressures on the resources of The Parish will bring risks to local prosperity, well-being and quality of life that require managing – some locally, others nationally.

The issues will range from sustaining provision of essential infrastructure (housing, health care, education, communications, transport, utilities, recreation, marine navigation, sewage and drainage) to implementing measures to combat sea level rise, storm surge, surface water flooding, drought and biodiversity loss.

2. Purpose

The Tollesbury Strategic Futures Panel ('The Panel') is commissioned to collate evidence about the potential natural and anthropogenic challenges for residents, workers and visitors and for the terrestrial and marine assets of The Parish to 2105. (The timespan aligns with common practice among competent authorities).

The Panel is to make an informed evaluation from social, economic and cultural perspectives; the conclusions and recommendations are to be submitted to The Council ('The Report').

The Council will not be bound by any recommendations made by The Panel but shall draw on The Report when responding to stakeholder consultations and when making representations to external authorities/agencies and non-governmental organisations.

3. Scope

The Panel is free to consider inputs from all sources.

The Report shall consider possible responses and policies to prepare for and mitigate significant risks to local prosperity, well-being and quality of life, as foreseen for the period 2025 to 2070.

The Panel shall prioritise The Report's recommendations to mitigate a comprehensive spectrum of risks facing The Parish – whether the corresponding actions would be implemented at local, regional and/or national levels.

4. Principles

The Panel shall act in good faith and with due regard to the seven principles of public life.

5. Membership

- a. Membership shall consist of not more than 6 Members, a minimum of 3 of whom shall be Tollesbury Parish Councillors ('Councillors').
- b. Members may be co-opted based on their specialist knowledge, or the relevant professional organisation they represent.
- c. The Chair of the Panel shall be a Councillor, elected as per Standing Orders 4d(vii). A Vice-Chair shall also be appointed.
- d. The Panel is not a decision-making group; it is non-voting. Its updates and The Report shall record the views of all its Members, whether there is a consensus among them or not.
- e. A quorum for any meeting of The Panel shall include at least 2 Councillors.
- f. The Panel shall disband once The Report has been taken by The Council.

6. Meetings

- a. Meetings shall be open to the public and arranged at intervals to suit the work of The Panel.
- b. The calendar will be confirmed by the Chair in updates to The Council at least four times per year and published on The Council website.
- c. At the discretion of the Chair, the Panel may invite written or oral evidence from informed specialists and affinity groups.
- d. Proceedings shall be recorded informally, but minutes will not be published.
- e. The Report is to be submitted to The Council by the end of 2022.
- f. All updates and The Report will be published and will remain the property of The Council.

Adopted 12th January 2021

Solution

Tollesbury Parish Council

Issues Raised

Date: 01 December 2020
Job reference: TPC/W/E3
Client: Tollesbury Parish Council

Further to issues raised by a parishioner, please see our response below.
Please note we are not qualified to make legal recommendations:

Privacy Policy – 27 June

1. Privacy policy: is situated in the footer, this position is typical and expected.
2. Privacy policy: downloadable versions of the legal documents could be added, if required.
3. Contact form: All boxes must be ticked to meet with GDPR requirements, however you can select either or both email and telephone preferences.
4. Confirmation email: currently not set-up, but could be applied if required.
5. Uploading files: not permitted and not recommended. Hacking and large files could damage the website security and performance.
6. Privacy policy: does reference Maldon Council, as this is our local Data Protection Office.

Terms & Conditions – 28 June

1. Legals: are situated in the footer, this position is typical and expected.
2. Privacy policy: we could make it compulsory to accept before entering the website, if required.
3. Terms & Conditions: outside of our remit, we would advise legal guidance.
4. Social Media and Noticeboards: we are not aware that website access and responsibilities require notification on other channels and mediums.
5. Documentation: a T&C's notice could be applied to the footer of all downloads, if required.
6. Access: a dialogue box could be inserted on website (all pages) entry. The website will only be accessible when clicked 'yes' to terms and privacy policy.

Contact Icon – 6 July

1. Maps: in site users are only viewing the maps, they are not being tracked by Google. This is our understanding – If the visitor clicks on the map they are taken to a new window, this takes responsibility away from the Parish Council, as the user is no longer on the Tollesbury website.
2. Marketing cookies: we would suggest the Parish Council has no requirements for these.
3. Google Maps: widely used and can be viewed as contentious, other options are available but similarly come with their own T&C's and privacy policies.

Accessibility – 24 August

1. Accessibility Statement: should be added with the required accessibility level meet.
2. AAA: meeting all disability requirements would be complex and costly, a decision needs to be made if the website should meet A or AA standard.
3. Compliance: a full understanding is required to enable a decision to be made.

Tollesbury Parish Council

Solutions to Issues Raised

Date: 01 December 2020
Job reference: TPC/W/E3
Client: Tollesbury Parish Council

Description	£
Privacy Policy	
1. Privacy policy: add link button to contact page.	30.00
2. Privacy policy: format downloadable version and upload.	30.00
3. Contact form: no action required.	–
4. Confirmation email: set-up template, upload and test.	180.00
5. Uploading files: no action required.	–
6. Privacy policy: no action required.	–
Terms & Conditions – 28 June	
1. Legals: add multiple link buttons to contact page.	60.00
2. Privacy policy: add modal and restrict website access until confirmed.	180.00
3. Terms & Conditions: outside of our remit, we would advise legal guidance.	–
4. Social Media and Noticeboards: no action required.	–
5. Documentation: add T&C's notice and link to template for future use.	30.00
6. Access: see item 5 above.	–
Optional: Item 5: add T&C's notice to all downloads, minimum 1 x weeks admin work £600.00.	
Contact Icon – 6 July	
1. Maps: no action required.	–
2. Marketing cookies: no action required.	–
3. Google Maps: include Google cookie and privacy policy information with links.	90.00
Total (VAT to be included @ 20%)	£620.00

Invoicing will be made monthly on work completed during that calendar month.

Subject to our standard terms and conditions, payment is due 30 days following the receipt of payment request. VAT will be charged at 20%. All design concepts and artwork remain the copyright © Phelan Barker Limited until payment is made in full.

Supplied by client

1. Legal documentation, notably specific Terms & Conditions.

Tollesbury Parish Council Accessibility

Date: 01 December 2020
Job reference: TPC/W/E3
Client: Tollesbury Parish Council

Description	£
Understanding 1. Review official government documentation to identify requirements in full. 2. Identify options and make recommendations. 3. Scope works and set out schedule.	240.00
Accessibility Audit 1. Following W3C evaluation methodology examine and test the current website. 2. Test and score content for accessibility utilising on-line apps. 3. Cross reference findings with required specifications. 4. Identify alterations and compile recommendations. 5. Complete report highlighting areas for improvement. 6. Gather and present cost options for consideration. 7. Compile and gather Accessibility Statement for insertion.	720.00
Note It is important to identify requirements that are acceptable and not onerous. Parish Council's typically do not have budgets comparable to District or County Councils. It is deemed acceptable to work inside what is achievable. It is important all efforts and accessibility compliances are published in your Accessibility Statement.	
Total (VAT to be included @ 20%)	£960.00

Invoicing will be made monthly on work completed during that calendar month.

Considerations

At present it is not possible to identify detailed costs. The outcomes from the audit will help define the scope of final works required. As a marker the following suggestions are only indications:

1. Low level changes: colour contrast, font sizes, buttons, image and PDF tags. Allow 3 x days work to design, code, implement, upload and test.	£1,080.00
2. Mid level changes: above, including all AA standards (full expected criteria). Allow 10 x days work to design, code, implement, upload and test.	£3,600.00
3. High level changes: above, including partial AAA standards. Allow 20 x days work to design, code, implement, upload and test.	£7,200.00+

The above costings are a **guide only**. These will be confirmed and agreed before any works commence.

Subject to our standard terms and conditions, payment is due 30 days following the receipt of payment request. VAT will be charged at 20%. All design concepts and artwork remain the copyright © Phelan Barker Limited until payment is made in full.

Tollesbury Parish Council On-going Website Annual Costs

Date: 01 December 2020
Job reference: TPC/W/E3
Client: Tollesbury Parish Council

Description	£
Annual Costs	
1. URLs: recommend registering www.tollesburyparishcouncil.gov.uk	80.00
2. Hosting.	210.00
3. SSL certificate: enabling safe browsing (green lock next to domain name in browser).	75.00
4. Email accounts: 12 x addresses set-up and monitoring.	60.00
5. Maintenance: Wordpress and plug-in updates (see below).	300.00
Total (VAT to be included @ 20%)	£725.00

On-going Maintenance

1. The website will be backed up every week.
2. During six month intervals Wordpress will be updated to the latest version.
3. During six month intervals all shareware plug-ins will be monitored, updated or up-graded.
4. Cost **£300.00 per annum** (20% VAT not included), invoiced in 2 x parts every six months.
5. Email accounts are the responsibility of the account name owners, Phelan Barker Ltd do not offer 24/7 support.

Note: the scope above is based on several assumptions, the costs will be confirmed once the project scope has been defined and fully understood.

Terms & Conditions

Introduction

These are our standard terms of business and apply to all the work we carry out for our clients. Our engagement letter will contain additional information and terms of business and if there is any conflict between these terms of business and those contained in the engagement letter, the latter will apply.

Our work for you

We will agree the work which we will carry out for you and we will set this out in [a specification].

So that we can carry out our work for you, you will at your own expense supply us with all necessary documents or other materials, data and other information within a sufficient time. You will retain duplicate copies of all the documents and other materials you give us and insure against its accidental loss or damage. We will have no liability to you for any loss or damage to such documents and materials, even where that loss or damage is caused by our negligence.

Our fees

Our engagement letter will set out our fees for the work we agree to carry out for you. We may charge our fees in one of three ways.

Phased payment

If we require phased payments we will set this out in our engagement letter. We will invoice you on the achievement of agreed milestones, and then on the completion of our work for you.

Deposit arrangements

If we require a deposit we will set out the deposit required in our engagement letter. We will invoice you for the deposit and we will not commence our work for you until we have received payment of the deposit. Thereafter we will invoice you on the achievement of agreed milestones and then on the completion of our work for you.

Payment on completion

We may agree to invoice you only on the completion of our work for you.

If the nature or the extent of the work we are to do for you changes, we may submit a revised [specification] to you.

The revised specification may include an additional fee. Subject to that, any additional work which we carry out for you will be charged at our hourly rates which we will set out in our engagement letter.

If you have a deadline and you notify us of that deadline less than 24 hours before its expiry, or provide us with any of the information or materials we will need to carry out the work we are to do for you less than 24 hours before the deadline, we will charge an additional fee. The additional fee will be based on the time we spend and will be calculated at [50%] of hourly rates given in our engagement letter.

Our fees do not include expenses (including travel expenses) or VAT and these shall be payable in addition.

We may vary our fees from time to time by giving you not less than one month's notice.

You agree to pay each of our invoices within 30 days of their date. If any invoice is unpaid after 30 days we reserve the right to suspend our work for you and to charge interest on the outstanding amount at a rate of 1% for each month (or part of a month) it remains unpaid. This right to interest will apply both before and after judgment.

Rights to input materials and output materials

In this section and in these conditions:

Input Material means any document, design or other material or information you give us; and

Output Material means any document, design or other material or information provided by us to you as part of our work for you.

The property and any copyright or other intellectual property rights in any Input Material will belong to you.

The property and any copyright or other intellectual property rights in any Output Material will belong to us, but at your request we will assign to you such property, copyright or other intellectual property rights that we may have in them on completion of our work and payment in full of our fees.

Any such assignment will be on terms approved by us and may include a license to us to use the *Output Materials* for Tollesbury Parish Council.

You may designate any *Input Materials* and *Output Materials* as confidential, and we may designate any *Output Materials* as confidential. If either party designates any material as confidential, the other will keep it confidential. However this obligation will not apply to any materials which are in the public domain at the time they are provided to the other party and will cease to apply if they subsequently become public knowledge.

You must ensure you have the right to use any *Input Materials* you give us. You warrant that any *Input Materials* and their use by us for the work we do for you will not infringe the copyright or other rights of any third party. You will indemnify us against any loss, damage, cost and expenses and other claims arising from such an infringement.

Subject to the above, we warrant that any *Output Materials* and their use by you will not infringe the copyright or other rights of any third party. We will indemnify you against any loss, damage, cost and expenses and other claims arising from such an infringement.

Errors and omissions

We will provide you with proofs of our work for you. It is your responsibility to check such proofs carefully and to confirm to us that they are correct. We will not be liable for errors or omissions, arising from any failure to check proofs.

Warranties and liability

We will carry out our work for you using reasonable care and skill and so far as possible in accordance with our specification and within any times referred to in the specification. If we supply any goods (including *Output Materials*) supplied by a third party, we do not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but we will, wherever possible, assign to you the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to us.

We will have no liability to you for any loss, damage costs expenses or other claims for compensation arising from any *Input Material* or instructions supplied by you which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or which arise from their late arrival or non-arrival, or from any fault of yours.

We will not be liable to you for any representation (unless fraudulent), or for any implied warranty, condition or other term for any loss of profit or for any indirect special or consequential loss (whether caused by our negligence or otherwise. Our entire liability under or in connection with our work for you shall not exceed the amount of our fees.

We will not be liable to you or be deemed to be in breach of our contract with you by reason of any delay in performing, or any failure to perform, any of our obligations, if the delay or failure was due to any cause beyond our reasonable control.

Termination

Either of us may at any time terminate any contract we have if the other commits a breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days of being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters into administration or if a moratorium comes into force in respect of the other.

We may terminate any contract we have with you if any invoice we have issued to you remains unpaid 60 days after its date.

General

No failure or delay by either of us in exercising any of our rights under any contract between us shall be deemed to be a waiver of that right. No waiver of any breach of any contract shall be considered as a waiver of any subsequent breach.

If any of these conditions is held to be invalid or unenforceable in whole or in part, the validity of the other conditions will not be affected.

Nothing in these conditions is intended to confer on any person any right to enforce any terms of any contract between us which that person would not have but for the Contracts (Rights of Third Parties) Act.

These conditions and the terms of any contract between us are to be interpreted in accordance with the laws of England and will be subject to the jurisdiction of the English courts.

Agenda Item 17.2

Parish / Town Council	Month	Total Number of Hours
Tollesbury	Dec-20	3
Number of Tru Cam Patrols	Hours Spent on Tru Cam	Number of Offenders
0	00:00	0
PCNs Issued	FPNs Dog Fouling	FPNs Litter Fouling
0	0	0
ASB Issues	VMO (Vehicle Moved On)	
0	4	
Any Other Details		

Date	Parish	Start	Finish	Total	Patrol Area	Assets	On Street	Off Street	Dog Fouling	School Patrol	Playsite Inspection	TRUCAM	CAPS	PCN	FPNS	VMO	ASB	ISSUES	RANGER	COMMENTS ON PATROL
08/12/20	Tollesbury	14:00	15:30	01:30	Station Road, Rec field school		Yes			Yes						2			JB	Tip off for dog fouling on rec
18/12/20	Tollesbury	10:30	12:00	01:30	The Rec, on street station road		Yes									2			JB	Replaced old dog fouling signs on The Rec spoke to youths and Mum's networking
				03:00												4				

Agenda Item 17.2

Parish / Town Council	Month	Total Number of Hours
Tollesbury	Nov-20	3
Number of Tru Cam Patrols	Hours Spent on Tru Cam	Number of Offenders
0	00:00	0
PCNs Issued	FPNs Dog Fouling	FPNs Litter Fouling
2	0	0
ASB Issues	VMO (Vehicle Moved On)	
0	3	
Any Other Details		

Date	Parish	Start	Finish	Total	Patrol Area	Assets	On Street	Off Street	Dog Fouling	School Patrol	Playsite Inspection	TRUCAM	CAPS	PCN	FPNS	VMO	ASB	ISSUES	RANGER	COMMENTS ON PATROL
05/11/20	Tollesbury	14:30	16:00	01:30	The rec		Yes			Yes				0		1	Yes	Camp has been made on rec fence line lots of rubbish parish Council informed	JB	Spoken 2 youths Jenson & Hayden
23/11/20	Tollesbury	14:30	16:00	01:30	School Station Road and Rec		Yes			Yes				2		2	No		JB	Rec play site busy all ok
				03:00										2		3				