



Tollesbury Parish Council

Notice is hereby given that the Meeting of Tollesbury Parish Council will be held on **Tuesday 16th January 2024**, in **The Pavilion, Tollesbury Recreation Ground, Elysian Gardens**, 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

9th January 2024

Councillors: S Plater (Chairman), S Hawes (Vice-Chairman), M Bell,
R Clare, A Ferneyhough, P Gilbert, L Goldie, L Inwood, C Page,
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.

1. Apologies for Absence

To receive apologies for absence.

2. Declaration of Interest

To disclose the existence and nature of any Disclosable Pecuniary Interests, Other Registrable Interests and Non-Registrable Interests relating to items of business on the agenda having regard to paragraph 9 and Appendix B of the Code of Conduct for Members. (Members are reminded that they are also required to disclose any such interests as soon as they become aware should the need arise throughout the meeting.)

3. Public Forum

Members of the public will be given an opportunity to put forward their question(s) or statements 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. Minutes

To receive and approve the minutes of the Parish Council Meeting held on 9th January 2024 #

6. Planning Applications and Decisions

6.1 Planning Applications

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).

To consider planning applications received from Maldon District Council, including the following:

Application No: 23/01160/OUTM PP-12537071

Proposal: Outline planning application with all matters reserved except access for up to 159 residential dwellings (Use Class C3), including 40% affordable housing, pre-school (Use Class E(f) and F1(a)), a road link connecting West Street to North Road, ancillary infrastructure, public open space, play space, suitable alternative natural greenspace (SANG) and sustainable drainage.

Location: Land North Of West Street Tollesbury

Application No: 23/01200/LBC PP-12572358

Proposal: Repair of brick building for use as a farm office and training room

Location: Building C Bouchiers Barn Back Road Tolleshunt D'Arcy

Revised Documents

Application No: OUTM/MAL/23/00548 PP-12120649

Proposal: Outline planning application with all matters reserved except access, for up to 200no. dwellings (Use Class C3); new site access and internal access roads; a new community building (Use Class F2(b)); land for a community car park (Sui Generis); car and cycle parking; landscaping; sustainable urban drainage systems; public open space; Local Equipped Area for Play ('LEAP'); and associated infrastructure.

Location: Land Opposite Prentice Hall Farm Prentice Hall Lane Tollesbury

6.2 Planning Decisions

To receive notification of planning decisions from Maldon District Council.

PDE/MAL/23/01057 – 49 North Road - Prior approval not required

6.3 Planning Appeals

To receive notification of Planning Appeals from Maldon District Council.

6.4 Planning Appeal Decisions

To note appeal decisions made by the Planning Inspectorate

6.5 Tree Preservation Orders for information

To note TPOs made by Maldon District Council.

7. Fellowship Afloat Charitable Trust – Tolfish Hump

To receive renewed licence agreement for Tolfish Hump for 2024

8. Administration

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

9. Community Matters

To receive information only or note future agenda items

10. Dates of the Next Meetings

Monday 5th February 2024 – Woodrolfe Hard Committee – 7.30pm – Pavilion

Tuesday 6th February 2024 - Full Council Meeting – 7.30pm – Pavilion

Tuesday 20th February 2024 - Full Council Meeting – 7.30pm – Pavilion

Monday 26th February 2024 – Woodup Pool Committee – 7.00pm – Pavilion

Tuesday 5th March 2024 - Full Council Meeting – 7.30pm – Pavilion

Tuesday 12th March 2024 – Finance Committee – 7.30pm – Pavilion

Tuesday 19th March 2024 - Full Council Meeting – 7.30pm – Pavilion

Tuesday 19th March 2024 – Recreation Ground Committee – To be rescheduled

If you would like an item on the agenda at any Full Parish Council or Committee Meeting, you should write your request to the Parish Clerk at least a week before the meeting.

Clerk: Michelle Curtis

Address: PO Box 13205, Maldon, Essex CM9 9FU

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

Town and Country Planning Act 1990
Weekly List Of Decisions
Week Ending 15th December 2023



PDE/MAL/23/01057 Tollesbury West

Single storey rear extension which would extend beyond the rear wall of the original house by 5.7m, with a maximum height of 2.9m and the maximum height to the eaves of 2.7m.

49 North Road Tollesbury Maldon Essex

(UPRN - 100090562906)

Mr & Mrs P Thompson

PRIOR APPROVAL NOT REQUIRED

REASON FOR APPROVAL

The proposed development would constitute Permitted Development within the allowance provided by Schedule 2, Part 1, Class A of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) and no letters of representation regarding the development have been received, therefore Prior Approval is not required.

INFORMATIVE

The materials used in any exterior work must be of a similar appearance to those used in the construction of the exterior of the existing dwellinghouse in compliance with Schedule 2 Part 1 Class A Condition A.3 (a).

Officer: Charlie Mumford

Dated : 11/12/2023

LICENCE AGREEMENT

Licensor:	FELLOWSHIP AFFLOAT CHARITABLE TRUST of The Sail Lofts Woodrolfe Road Tollesbury Maldon Essex CM9 8SE (Company No: 03264887, Charity No: 1059143)
Licensee:	Tollesbury Parish Council C/O Michelle Curtis (Parish Clerk) 4 Valkyrie Close Tollesbury Maldon Essex CM9 8SL
Land known as "Tolfish Hump", adjacent to Tollesbury Hard, Woodrolfe Road, Tollesbury, Essex CM9 8SE	
Licence Fee:	£11.00 per annum
Start Date:	1 January 2024
End Date:	31 December 2024

This Licence Agreement incorporates the Terms and Conditions annexed hereto and by signing this Agreement the Licensee acknowledges that he/she has read and understood them.

For and on behalf of the Licensor		Licensee	
Name:	Andrew Eastham	Name:	
Position:	Chief Executive	Position:	
Signature:			
Date:		Date:	

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

The Land: Known as "Tolfish Hump", adjacent to Tollesbury Hard, Woodrolfe Road, Tollesbury, Essex CM9 8SE, indicated in red hatch on attached plan. The Land includes a low post and single rail fence which is located along the highway verge.

End Date: the date specified in the front sheet of this Agreement on which this Agreement shall terminate, subject to clause 5.

Licence Fee: the amount of pounds sterling per year as specified in the front sheet of this Agreement. If the Licensee continues to use the Land after the expiry of this Agreement and in the absence of any further written licence the Licensor on not less than 1 month's notice to the Licensee can increase the Licence Fee to such amount as it shall in its absolute discretion decide. This is without prejudice to the right of the Licensor to determine any continuing licence in accordance with clause 5.

Licence Period: the period from and including the Start Date until the date on which this Agreement is determined in accordance with clause 5.

Local Authority: Maldon District Council.

Permitted Use: Licencing of members of the public (who are duly Licensed by the Licensee) for the storage of dinghies.

Serious Breach: non-payment of the Licence Fee, use of the Land which is anything other than the Permitted use or any such breach of the Licensee's obligations which the Licensor may consider to be serious.

Start Date: the date of this Agreement as specified in the front sheet or the date on which the use of the Land begins.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 Clause headings shall not affect the interpretation of this Agreement.

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

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however, incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.7 A reference to writing or written excludes faxes and e-mail.

1.8 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.9 References to clauses are to the clauses of this Agreement.

1.10 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. LICENCE TO USE

2.1 Subject to clause 3 and clause 5, the Licensor permits the Licensee to use the Land for the Permitted Use for the Licence Period.

2.2 The Licensee acknowledges that:

- (a) the Licensee shall use the Land as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this Agreement;

- (b) the Licensor retains control, possession and management of the Land and the Licensee has no right to exclude the Licensor from the Land;

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay to the Licensor:
 - (i) the Licence Fee payable without any deduction in advance and for the whole of the Licence Period and if the Licensee continues to use the Land after the End Date The Licensee shall pay a proportion of the Licence Fee annually in advance together with such VAT as may be payable on the Licence Fee. The Licensee shall pay the Licence Fee 14 days prior to the Start Date for the period from and including the Start Date to and including the End Date;
- (b) not to use the Land other than for the Permitted Use and in particular:
 - (i) not to carry on a trade or any other business;
- (c) not to make any alteration or addition whatsoever to the Land, without written permission from the Licensor;
- (d) not to do or permit to be done on the Land anything which is illegal or which may be or become a nuisance to the Licensor or owner or occupier of neighbouring property;
- (e) not to cause or permit to be caused any damage to:
 - (i) the Land or any neighbouring property; or
 - (ii) not to allow cars or motor vehicles to be parked on the Land;
- (f) not to allow to leave any rubbish on the Land;
- (g) not to allow unserviceable dinghies to remain on the Land;
- (h) not to apply for any planning permission in respect of the Land;
- (i) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Land from time to time;
- (j) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Land;
- (k) to leave the Land in a reasonably clean and tidy condition and to remove the dinghies from the Land at the end of the Licence Period;
- (l) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this Agreement;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and/or
 - (iii) the exercise of any rights given in clause 2.
- (n) not to permit any other person to use the Land unless they have a Dinghy Owner's Licence agreement with the Licensee.

4. LICENSOR'S OBLIGATIONS

The Licensor agrees and undertakes:

- (a) to provide the Licensee with billing statements from the relevant authorities upon request;
- (b) to provide the Licensee with a copy of any insurance policy relating to the Land upon request.

5. TERMINATION

5.1 The licence to use granted by this Agreement shall end on the earliest of:

- (a) the End Date as specified in the front sheet of this agreement;

- (b) the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3.
 - (c) the expiry of not less than 14 days' notice given by the Licensor to the Licensee or by the Licensee to the Licensor;
 - (d) the termination without notice by the Licensor in event of serious breach by the Licensee, including non-payment of the Licence Fee and
- 5.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this Agreement.

6. NOTICES

Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery to the party at the address given in this licence or as otherwise notified in writing to the other party. Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the correct address; or
- (b) if sent by pre-paid first-class post or recorded delivery to the correct address, at the time at which it would have been delivered in the normal course of the post.

7. LIMITATION OF LICENSOR'S LIABILITY

7.1 Subject to clause 7.2, the Licensor is not liable for:

- (a) the death of, or injury to the Licensee; or
- (b) damage to any property of the Licensee; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee in the exercise or purported exercise of the rights granted by clause 2.1.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9. GOVERNING LAW AND JURISDICTION

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

9.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated on the front page to which these Terms and Conditions are annexed