

# TELSCOMBE TOWN COUNCIL



To: Chairman and Members of the  
Amenities & Civic Centre Committee:-  
Cllr D Brindley *Deputy Mayor*, Cllr C Clarkson  
Cllr C Gallagher *Chairman*, Cllr J Harris, Cllr D Judd,  
Cllr L Mills *Vice-Chairman*, Cllr L O'Connor, Cllr B Page,  
Cllr C Robinson, Cllr I Sharkey *Mayor* & Cllr A Smith

Telscombe Civic Centre  
360 South Coast Road  
Telscombe Cliffs  
BN10 7ES  
Tel: 01273 589777  
[www.telscombetowncouncil.gov.uk](http://www.telscombetowncouncil.gov.uk)

20<sup>th</sup> July 2020

Dear Sir/Madam

You are hereby summoned to attend an online **meeting of the Amenities & Civic Centre Committee** on **Monday 27<sup>th</sup> July 2020** at 7.30pm for the purpose of transacting the following business:-

LOG IN DETAILS:- Meeting ID 952 0643 4086 Login Platform - Zoom  
Please email the Town Clerk for meeting password:- [stella.newman@telscombetowncouncil.org.uk](mailto:stella.newman@telscombetowncouncil.org.uk)

Yours faithfully

Stella Newman  
Town Clerk/RFO

## AGENDA

1. Public question time - members of the public are welcome to attend and may ask questions relevant to the Committee at the commencement of the meeting for a period of fifteen minutes.
2. Apologies for absence and substitutions
3. To receive Members' declarations of interest in relation to matters on the agenda
4. To approve minutes of the meeting held on Monday 27<sup>th</sup> May 2020 - *attached*
5. To receive action list – *attached*
6. To receive Income & Expenditure to 31<sup>st</sup> May 2020 – *see attached*
7. To discuss encroachment into Chatsworth Park and consider way forward – *see attached*
8. To consider a tree survey for Chatsworth Park & The Copse – *see attached*
9. To consider quotation to carry out a survey to an area/tree in Chatsworth Park bordering a property – *see attached*
10. To consider quotations for an external structural survey to an area of Chatsworth Park bordering a property – *see attached*
11. To agree draft Grounds Maintenance Contracts for 2021 to 2024 – *see attached*
12. To consider SDNPA donated trees – *see attached*
13. To ratify Forest School sessions in Chatsworth Park – *see attached*
14. To agree Chatsworth Park Consultation Document – *see attached*
15. To consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground – *see attached*
16. To agree draft litter picking Risk Assessment – *see attached*

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17. To consider purchase of replacement fridge/freezer – *see attached*
18. Future events – *see attached*
19. Urgent matters at the discretion of the Chairman for noting

*The Council, members of the public and press may record/film/photograph or broadcast this meeting when the public and press are not lawfully excluded. Any member of the public who attends a meeting and objects to being filmed should advise the Clerk (in advance) who will instruct that they are not included in the filming.*

*Date for next meeting of the Committee – 28<sup>th</sup> September 2020*





# TELSCOMBE TOWN COUNCIL

Minutes of a remote meeting of the AMENITIES & CIVIC CENTRE COMMITTEE held on **Wednesday 27<sup>th</sup> May 2020** at 7.30 pm.

**PRESENT** Councillors: C Clarkson, C Gallagher *Chairman*, J Harris, D Judd, L Mills *Vice Chairman*, L O'Connor, B Page, C Robinson, I Sharkey *Mayor* and A Smith

**Also Present:** Stella Newman, Town Clerk & RFO  
Bianca Buss, Amenities Officer (*minutes*)  
One member of the public

Cllr Gallagher welcomed everyone to the meeting and described the passion locally with residents for green spaces. She highlighted that she would like to continue working with these groups and noted that the last Amenities & Civic Centre meeting coincided with lockdown and that communication should now re-start with these groups.

### **1283. PUBLIC QUESTION TIME**

A member of the public was present and wanted to discuss Agenda Item No 13; encroachment into Chatsworth Park and consider way forward. She stated that she had lived in her current property for 38 years and knows the boundaries well. Approximately 4-5 years ago, another resident moved into a property bordering the park and extended from beyond the original boundary into the park. Cllr O'Connor suggested that the agenda item be brought forward and discussed after agenda item 5 and that the meeting be suspended to allow the Committee to discuss this further with the resident. This was agreed by the Committee.

### **1284. APOLOGIES FOR ABSENCE AND SUBSTITUTIONS**

Apologies were received from Cllr Brindley due to work commitments. This reason for absence was accepted by the Committee. Cllr Judd was running late.

### **1285. TO RECEIVE MEMBERS DECLARATIONS OF INTEREST**

Cllr Smith declared a personal interest in agenda item 10 as an affected resident.

### **1286. TO DISCUSS AND APPROVE MINUTES OF THE MEETING HELD ON MONDAY 23<sup>rd</sup> MARCH 2020**

It was proposed by Cllr Clarkson, seconded by Cllr O'Connor and unanimously **RESOLVED** that the minutes were a true record of the proceedings and were signed as correct by the Chairman, Cllr Gallagher.

### **1287. TO RECEIVE ACTION LIST**

The action list was noted as follows:

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
29.7.19	Min 1192, p 3016 – To consider request from TRA re information boards	SN	Sample wording received & taken to P&R along with sample Tye signs. Working party agreed to progress this via P&R.	Complete

# TELSCOMBE TOWN COUNCIL



## 1287. Action List (Contd)

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.9.19	Min 1215, p 3053 – Proposals to increase Civic Centre revenue	SN	Cllrs Gallagher, Judd and Town Clerk to explore potential schemes and bring back to a future meeting. On hold for time being due to current situation.	Sept 2020
25.11.19	Min 1226, p 3088 – To consider estimates for removal of pine trees bordering Chatsworth Park South playground	BB	An agenda item has been added to this meeting.	Completed
25.11.19	Min 1227, p 3088 – To consider a solitary bee nesting scheme within Chatsworth Park	CC/ BB	Cllr Clarkson provided a sample of bundles to a local school for them to make up. Awaiting feedback to provide a full programme for Spring 2021.	Sept 2020
25.11.19	Min 1230, p 3089 – To consider school/youth event to build natural lean-to shelters in Chatsworth Park	CC	Proposal to be taken to the Chatsworth Park working party to investigate further.	July 2020
25.11.19	Min 1235, p 3090 – Urgent Matters (boat outside Civic Centre)	SN / BB	The boat to be re-painted following lockdown.	July 2020
27.01.20	Min 1243, p 3127 – To consider investigating sites for allotments	BB	Chris Bibb at LDC confirmed the area in Telscombe Playing fields is too small for allotments.	Completed
27.01.20	Min 1249, p 3128 – To consider placing a bench on grass verge in East Saltdean	BB	Benches are due to be delivered and installed on 26.05.20. TTC to donate £383.10 to the SRA upon completion.	July 2020
27.01.20	Min 1250, p 3129 – To agree estimate for new Mayors Board	SN/IS	Mayor's board delivered. Need to investigate person for painting picture of Civic Centre.	July 2020
27.01.20	Min 1251, p 3129 – To consider disposal of pool table	SN	Second-hand value to be ascertained and table then advertised for sale. On hold due to current situation	July 2020
27.01.20	Min 1252, p 3129 – To agree estimate for replacement reception window	SN	Order placed with Secure Windows. Installation put on hold due to current situation.	July 2020
27.01.20	Min 1257, p 3130 – Urgent Matters	SN	Purchase of larger dog bins for Tye - investigations in hand.	July 2020
23.03.20	Min 1264, p 3165 – To consider installation of brick barbecue areas in Chatsworth Park	BB	This item will be reviewed in September.	Sept 2020



# TELSCOMBE TOWN COUNCIL



## 1287. Action List (Contd)

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.03.20	Min 1265, p 3165 – To consider a community garden in Chatsworth Park	BB	A public consultation document will be drawn up by the Chatsworth Park working group to include a community garden, cycle lanes and barbecue areas.	Sept 2020
23.03.20	Min 1266, p 3165 – Update on SDNPA donated trees	BB	Andy Player has left SDNPA and delay in planting trees. EH Treecare making contact with SDNPA ranger to collect trees.	Sept 2020
23.03.20	Min 1267, p 3166 – Update on Eco Park Memorial Bench	BB	An agenda item has been added to this meeting.	Completed
23.03.20	Min 1268, p 3166 – To decide whether to extend Grounds Maintenance Contracts or draw up new contract for 2021	BB / SN	Agreed for Bianca and Stella to draw up x3 new separate contracts. In hand & drafts to be taken to next meeting.	July 2020
23.03.20	Min 1269, p 3167 – To consider regular removal of ivy in an area of Chatsworth Park	BB	An agenda item has been added to this meeting.	Completed
23.03.20	Min 1270, p 3167 – To consider removal of ivy to a house bordering The Copse	BB	This work has now been completed by the contractor.	Completed
23.03.20	Min 1272, p 3167 – To consider litter picking under 'The Great British Spring Clean' campaign	BB	This litter pick will be carried out in September.	Sept 2020
23.03.20	Min 1274, p 3168 – To ratify the café concession in Chatsworth Park	BB	The application process will be re-advertised in September to start in Summer 2021	Sept 2020
23.03.20	Min 1276, p 3168 – To consider actions to be made to an area of Chatsworth Park, bordering Chatsworth Close	BB	An agenda item has been added to this meeting.	Completed
23.03.20	Min 1277, p 3169 – To consider request for a plaque on the boat planter at Civic Centre	SN	Agreed for member of public to purchase plaque & asked them for sample picture regarding painting name & anchor. No response heard to date.	July 2020
23.03.20	Min 1280, p 3169 – To consider waste recycling collection at Civic Centre	SN	New recycling collection agreed with LDC & bin delivered.	Complete
23.03.20	Min 1282, p 3170 – Urgent Matters	LOC	Investigation of devolvement for TC Playing fields has been taken to Full Council.	Completed



# TELSCOMBE TOWN COUNCIL



## ~~1286~~ Action List (Contd)

Update on SDNPA donated trees – The Amenities Officer confirmed that the SDNPA Ranger will be back on site for tree collection from 8<sup>th</sup> June 2020 and an update will be given thereafter.

Investigating sites for allotments – Cllr Robinson highlighted that Lewes District Council confirmed that the recycling site section of the Telscombe Playing fields is too small for allotments but that the soil could potentially be used for something else. It was **agreed** to discuss this if devolvement for the playing fields goes ahead.

### **1288. TO DISCUSS ENCROACHMENT INTO CHATSWORTH PARK AND CONSIDER WAY FORWARD**

The Committee discussed the Amenities Officer's report, which highlighted that several properties in Ambleside Avenue appeared to have extended their boundary and encroached into Chatsworth Park, land owned by the Town Council. It was proposed by Cllr Smith, seconded by Cllr Gallagher and unanimously **RECOMMENDED** that the Amenities Officer writes to three properties asking them to move their boundary back to the edge of their own land and to get approval from Cllr Gallagher as Chair of the Committee before sending out to the residents in question.

*Cllr Judd joined the meeting at 1954. The resident left the meeting at 1956.*

### **1289. TO CONSIDER ANNUAL PLAYGROUND INSPECTION REPORTS**

The annual playground inspection reports were discussed by the Committee. The reports highlighted that most items were deemed low risk, although there were several highlighted as moderate, all of which were in relation to a timber piece of equipment located in the middle of Robert Kingan Playground. Cllr Page noted that this item of equipment had been left during two previous refurbishments within the playground. Cllr Gallagher advised that she had visited the location and felt that the equipment looked neglected. A discussion ensued and it was proposed by Cllr Page, seconded by Cllr Robinson and unanimously **RECOMMENDED** that at this stage quotations are obtained for the removal of the equipment only to be bought back to a future meeting for consideration.

### **1290. TO CONSIDER REPLACEMENT NOTICEBOARD IN BANNINGS VALE**

The Amenities Officer confirmed that the noticeboard next to Robert Kingan Playground is in need of replacement as it is difficult to open and leaks when raining. Installation of the board will need to be provided by an approved East Sussex Highways contractor and a quotation had been obtained. Three quotations had also been obtained for a dark blue Weathershield board size 1005 x 1031 (12 x A4). It was proposed by Cllr Page, seconded by Cllr Mills and unanimously **RECOMMENDED** that a Weathershield board be purchased from Notice Me at a cost of £469.95 + VAT and installation of the board be carried out by Technical Engineering Contractors Ltd at a cost of £215 + VAT.

### **1291. UPDATE ON MEMORIAL POLICY**

The Amenities Officer's report was discussed by the Committee, which highlighted that an anchor kit would also be required to fix any benches to the ground at an additional cost of £49 + VAT. Cllr Robinson also asked the Amenities Officer to check if a tool kit will need to be purchased in addition to the other elements and if so, how much it would be.





## 1291. Update on Memorial Policy (Contd)

It was proposed by Cllr Clarkson, seconded by Cllr O'Connor and unanimously **RECOMMENDED** that the cost of a Memorial Bench is increased to £1,150 to include the cost of the anchor kit, that the Amenities Officer investigates the option of a tool kit and finally that the Memorial Policy and details of the bench are taken to Full Council for adoption.

## 1292. TO CONSIDER QUOTATIONS FOR CLEARING A STRIP BORDERING PROPERTIES AT CENTRAL AVENUE AND CHATSWORTH PARK

There was much discussion concerning the clearance of a strip at the rear of properties in Central Avenue bordering Chatsworth Park. Cllr Gallagher suggested that a boundary policy is put in place and that it is taken forward by the Chatsworth Park Working Group. There was also concern that the clearance could encourage anti-social behaviour. It was therefore proposed by Cllr O'Connor, seconded by Cllr Sharkey and **RECOMMENDED** that the working group take forward consultation of residents regarding their property borders with the park and that the Officers arrange for the cutting back of ivy from behind one property up to the value of £30 by HR Goodwin & Sons as a goodwill gesture. Cllr Page abstained.

## 1293. TO CONSIDER QUOTATIONS FOR CLEARING DEADWOOD IN AN AREA OF CHATSWORTH PARK, WITH THE BORDER OF CHATSWORTH CLOSE

The report by the Amenities Officer was considered, which discussed contacting residents by way of leafleting and obtaining quotations for the clearance of deadwood to create a clear boundary. The Amenities Officer confirmed that although 3 contractors had been contacted, only one had provided a quotation for the clearance work. Two complaints had also been received from residents bordering this area, who had concerns that the clearance would encourage anti-social behaviour and cause damage to the wildlife that lives there. They felt that replacing the chestnut fencing would support both the residents and wildlife of the park. It was also noted that Neighbourhood First had agreed to include Chatsworth Park in the 'Op Blitz' programme in conjunction with the local PCSO's. The Town Clerk advised that each area of the park had different concerns as some are more heavily wooded than others and that if a policy is created, it needs to be bespoke and take all elements into consideration. It was proposed by Cllr O'Connor, seconded by Cllr Robinson and unanimously **RECOMMENDED** that a decision regarding a way forward is put on hold until the Chatsworth Park Working Group consult residents in this location.

## 1294. TO CONSIDER WORKS TO PINE TREES BORDERING CHATSWORTH PARK SOUTH PLAYGROUND

The Amenities Officer reported that she had received a quotation for the removal of individual live pine cones to the pine trees overhanging a section of the playground. There was discussion concerning liability and it was noted that the Specialist Advisor for Arboriculture at Lewes District Council had previously been consulted and had reported that the risks of falling pine cones were extremely low. He had also had confirmed that trees should not be solely evaluated on risk but also on environmental, social and economic areas.

Taking all this into consideration, it was proposed by Cllr O'Connor, seconded by Cllr Page and **RECOMMENDED** that the live pine cones are not removed in line with the recommendations from Lewes District Council. Cllr Gallagher abstained.





# TELSCOMBE TOWN COUNCIL

## **1295. TO CONSIDER QUOTATION FOR CUTTING BACK TREES/HEDGES TO A PROPERTY IN AMBLESIDE AVENUE BORDERING CHATSWORTH PARK**

A complaint from a resident bordering Chatsworth Park was discussed by the Committee. The resident advised that trees from the park were encroaching their property from the side and back of the garden and the Amenities Officer had contacted two contractors for a quote to cut back to the border. One had responded and it was therefore proposed by Cllr Gallagher, seconded by Cllr Smith and unanimously **RECOMMENDED** that the quotation of £80 + VAT from EH Treecare to cut to the border and neaten be accepted.

## **1296. TO CONSIDER QUOTATION FOR REDUCING THE HEIGHT OF TREES TO THE NORTH SIDE OF ROBERT KINGAN PLAYGROUND**

Cllr Gallagher advised that she had visited the location and could clarify that the trees to the north of Robert Kingan Playground were indeed touching the overhead power cables. It was proposed by Cllr Robinson, seconded by Cllr Mills and unanimously **RECOMMENDED** that the quotation from EH Treecare to reduce the size over the carriageway and make sure the cables are cleared at a price of £380 + VAT be accepted.

## **1297. TO DISCUSS, SUPPORT AND RECRUIT VOLUNTEERS TO HELP WITH NEIGHBOURHOOD DEVELOPMENT PLAN (NDP) LOCAL GREEN SPACES REPORT**

Cllr Gallagher gave a brief overview of the NDP and the importance of the work being done with volunteers. Cllr Gallagher asked for volunteers from Telscombe Town Council to assist with local green spaces within our area and how to protect them best. Cllr Mills and Cllr Robinson both agreed to assist Cllr Gallagher, who will contact them direct.

## **1298. TO CONSIDER SDNPA DONATED TREES**

Cllr Gallagher reported that SDNPA are progressing a new project in the Autumn for planting Elm Trees in the local area. It was proposed by Cllr Sharkey, seconded by Cllr Mills and unanimously **RECOMMENDED** that the Town Council start investigations with SDNPA to put a scheme together and the outcomes to be taken to a future meeting alongside potential locations.

## **1299. FUTURE EVENTS**

The Best Kept Garden competition which had a closing date of 19<sup>th</sup> June had resulted in no applications to date.

It was therefore proposed by Cllr Mills, seconded by Cllr Gallagher and unanimously **RECOMMENDED** that the Best Kept Garden competition is cancelled and all other remaining events are continued to be placed on hold until the Committee next meet in July.

## **1300. URGENT MATTERS AT THE DISCRETION OF THE CHAIRMAN FOR NOTING**

Cllr Robinson asked if there was any way the Town Crier could be placed on the website. The Town Clerk confirmed that the newsletters were on the website for residents to view online.



# TELSCOMBE TOWN COUNCIL



**1300. Urgent Matters at the Discretion of the Chairman for Noting (Contd)**

Cllr Harris advised that there was a missing cover in the pavement outside the Toyota Garage. The Amenities Officer confirmed she would report this to the relevant authority.

There being no further business the meeting closed at 9.45 pm.

Signed.....  
CHAIRMAN

*NB Next meeting of the Committee - Monday 27<sup>th</sup> July 2020 at 7.30 pm*

Agenda Item 5 - Amenities and Civic Centre Action List for 27<sup>th</sup> July 2020

Date of Meeting	Issue Detail	Action Owner	Update	Due Date
23.9.19	Min 1215, p 3053 – Proposals to increase Civic Centre revenue	SN	Cllrs Gallagher, Judd and Town Clerk to explore potential schemes and bring back to a future meeting. <i>On hold for time being due to current situation.</i>	Nov 2020
25.11.19	Min 1227, p 3088 – To consider a solitary bee nesting scheme within Chatsworth Park	CC/BB	CC provided a sample of bundles to a local school for them to make up. Awaiting feedback to provide a full programme for Spring 2021.	Sept 2020
25.11.19	Min 1230, p 3089 – To consider school/youth event to build natural lean-to shelters in Chatsworth Park	CC/BB	CP working group happy to support DO & for wood to be taken during winter maintenance programme for use of lean-to shelters. BB to correspond with DO & successful tender of tree maintenance.	Nov 2020
25.11.19	Min 1235, p 3090 – Urgent Matters (boat outside Civic Centre)	SN/BB	The boat has been repainted.	Complete
27.01.20	Min 1249, p 3128 – To consider placing a bench on grass verge in East Saltdean	BB	Benches delivered and installed. TTC pd £383.10 donation to the SRA.	Complete
27.01.20	Min 1250, p 3129 – To agree estimate for new Mayors Board	SN/IS	Mayor's board delivered. Mayor's partner to submit quote for painting Civic Centre picture on board.	Nov 2020
27.01.20	Min 1251, p 3129 – To consider disposal of pool table	SN	Second-hand value to be ascertained and table then advertised for sale. <i>On hold due to current situation</i>	Nov 2020
27.01.20	Min 1252, p 3129 – To agree estimate for replacement reception window	SN	New window installed.	Complete
27.01.20	Min 1257, p 3130 – Urgent Matters	SN	Purchase of larger dog bins for Tye - investigations in hand.	Nov 2020
23.03.20	Min 1264, p 3165 – To consider installation of brick barbecue areas in Chatsworth Park	BB	To be reviewed in September.	Sept 2020
23.03.20	Min 1265, p 3165 – To consider a community garden in Chatsworth Park	BB	An agenda item discussing a public consultation document has been added to this meeting.	Completed
23.03.20	Min 1266, p 3165 – Update on SDNPA donated trees	BB	An agenda item has been added to this meeting.	Completed
23.03.20	Min 1268, p 3166 – To decide whether to extend Grounds Maintenance Contracts or draw up new contract for 2021	BB/SN	An agenda item has been added to this meeting.	Completed
23.03.20	Min 1272, p 3167 – To consider litter picking under 'The Great British Spring Clean' campaign	BB	The litter pick will be carried out in September.	Sept 2020



Agenda Item 5 - Amenities and Civic Centre Action List for 27<sup>th</sup> July 2020

23.03.20	Min 1274, p 3168 – To ratify the café concession in Chatsworth Park	BB	The application process will be re-advertised in September to start in Summer 2021	Sept 2020
23.03.20	Min 1277, p 3169 – To consider request for a plaque on the boat planter at Civic Centre	SN	SN given authority to member of public to purchase plaque & asked for sample picture regarding painting name & anchor. <i>No response heard to date.</i>	Nov 2020
27.05.20	Min 1288, p 3194 – To discuss encroachment into Chatsworth Park and consider way forward	BB	An agenda item has been added to this meeting.	Completed
27.05.20	Min 1289, p 3194 – To consider annual playground inspection reports	BB	An agenda item has been added to this meeting.	Completed
27.05.20	Min 1290, p 3194 – To consider replacement noticeboard in Bannings Vale	BB	Noticeboard ordered. Estimated delivery date beginning August.	Sept 2020
27.05.20	Min 1291, p 3194 – Update on Memorial Policy	BB	Earth Anchors confirmed the anchor kit comes with a small set of reusable tools so will not need to be purchased. Full Council adopted Policy at meeting 15.07.20.	Completed
27.05.20	Min 1292, p 3195 – To consider quotations for clearing a strip bordering properties at Central Avenue and Chatsworth Park	BB	Purchase Order issued and work imminent.	Completed
27.05.20	Min 1293, p 3195 – To consider quotations for clearing deadwood in an area of Chatsworth Park, with the border of Chatsworth Close	BB	Decision regarding a way forward to be put on hold until the Chatsworth Park Working Group consult residents in this location.	Nov 2020
27.05.20	Min 1295, p 3196 – To consider quotation for cutting back trees/hedges to a property in Ambleside Avenue bordering Chatsworth Park	BB	Quotation from EH Treecare to the value of £80 accepted. Queried detail on quotation received, but no response. Contacting other contractors to provide a quote.	Sept 2020
27.05.20	Min 1296, p 3196 – To consider quotation for reducing the height of trees to the north side of Robert Kingan playground	BB	EH Treecare quote for £380 accepted & work carried out.	Completed
27.05.20	Min 1298, p 3196 – To consider SDNPA donated trees	BB	BB contacted SDNPA to start investigations. Awaiting reply.	Sept 2020
27.05.20	Min 1300, p 3197 – Urgent Matters (missing cover outside the Toyota Garage)	BB	Missing cover has been replaced.	Completed

<b><u>AGENDA ITEM</u></b>	<b>6</b>
<b><u>REPORT TO</u></b>	<b>Amenities &amp; Civic Centre Committee</b>
<b><u>REPORT FROM</u></b>	<b>Stella Newman, Town Clerk &amp; RFO</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>Income &amp; Expenditure to 30<sup>th</sup> June 2020</b>

### **1. INTRODUCTION**

The Income & Expenditure figures to 30<sup>th</sup> June 2020 are attached.

### **2. INFORMATION**

Explanations for main differences and other possible queries as follows:-

#### Amenities:-

4098 Play equipment replacement – the £20k is committed expenditure which means it is to be transferred to earmarked reserves at year end

4101, 4104, 4105 & 4106 grounds maintenance – the grounds maintenance budget headings have been split into individual headings for each of the 3 contracts and 4101 is for other general works.

#### Civic Centre:-

1000 Income Civic Centre – as the building is closed, we have had no income from hirers. We have had income from the phone mast rental (£1,653) and EDF Fit payments (£2,048)

4060 loan accounts – the loan from the Public Works Loan Board for the Civic Centre is paid in 2 parts in May and November.

### **3. RECOMMENDATION**

It is recommended that the figures are noted.

### **4. ENVIRONMENTAL IMPACT**

N/A

### **5. FINANCIAL IMPLICATIONS**

The closing of the Civic Centre will have a detrimental impact on the budgeted income.



## Detailed Income &amp; Expenditure by Budget Heading 30/06/2020

Month No: 3

## Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
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Amenities105 Town Events

1013	Income memory plaques	120	190	200	10		95.0%
1054	Income entertainment	0	0	800	800		0.0%

	Town Events :- Income	<b>120</b>	<b>190</b>	<b>1,000</b>	<b>810</b>		<b>19.0%</b>
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4363	Town Entertainments	50	205	2,000	1,796	1,796	10.2%
4365	Entertainment consumables	0	0	200	200	200	0.0%
4366	Wave Leisure	0	0	1,500	1,500	1,500	0.0%
4367	Youth Services	0	0	2,000	2,000	2,000	0.0%

	Town Events :- Indirect Expenditure	<b>50</b>	<b>205</b>	<b>5,700</b>	<b>5,496</b>	<b>0</b>	<b>5,496</b>	<b>3.6%</b>
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201 Parks, Open Spaces/Playgrounds

4098	PlayEquipment Replacement	0	0	20,000	20,000	20,000	0	100.0%
4100	Playgrounds Spare Parts	183	183	2,000	1,817	1,817	1,817	9.1%
4101	Grounds Maintenance	405	668	5,590	4,922	4,922	4,922	12.0%
4104	Works contract 1, playgrounds	277	481	5,710	5,229	5,229	5,229	8.4%
4105	Works contract 2 -trees/hedges	480	480	6,410	5,930	5,930	5,930	7.5%
4106	Small maint. works contract 3	135	135	2,290	2,155	2,155	2,155	5.9%
4107	Playground inspections	195	585	2,600	2,015	2,015	2,015	22.5%
4328	Joint litter/dog bin emptying	0	(16)	1,800	1,816	1,816	1,816	(0.9%)

	Parks, Open Spaces/Playgrounds :- Indirect Expenditure	<b>1,675</b>	<b>2,516</b>	<b>46,400</b>	<b>43,884</b>	<b>20,000</b>	<b>23,884</b>	<b>48.5%</b>
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202 Amenities General

4351	Seats and Notice Boards	0	0	1,500	1,500	1,500	1,500	0.0%
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	Amenities General :- Indirect Expenditure	<b>0</b>	<b>0</b>	<b>1,500</b>	<b>1,500</b>	<b>0</b>	<b>1,500</b>	<b>0.0%</b>
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	Amenities :- Income	<b>120</b>	<b>190</b>	<b>1,000</b>	<b>810</b>			<b>19.0%</b>
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	Expenditure	<b>1,725</b>	<b>2,721</b>	<b>53,600</b>	<b>50,879</b>	<b>20,000</b>	<b>30,879</b>	<b>42.4%</b>
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10:03

## Detailed Income &amp; Expenditure by Budget Heading 30/06/2020

Month No: 3

## Committee Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
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Civic Centre

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent
<u>301 Civic Building</u>							
1000 Income Civic Centre	3,702	3,702	32,500	28,798			11.4%
Civic Building :- Income	<b>3,702</b>	<b>3,702</b>	<b>32,500</b>	<b>28,798</b>			<b>11.4%</b>
4401 General Repairs	240	240	2,000	1,760	1,760		12.0%
4402 Consumable Supplies	8	111	800	689	689		13.9%
4403 Equipment Maintenance	425	414	1,900	1,486	1,486		21.8%
4404 External/Internal Decorating	0	0	1,000	1,000	1,000		0.0%
4406 Refuse collection	0	222	900	678	678		24.6%
4407 Equipment	0	0	1,500	1,500	1,500		0.0%
4411 Rates	1,206	3,617	14,500	10,883	10,883		24.9%
4412 Water and Sewage	0	805	1,900	1,095	1,095		42.3%
4413 Electricity	0	0	2,100	2,100	2,100		0.0%
4414 Gas	74	221	2,700	2,479	2,479		8.2%
4419 Internal/external works	0	0	3,000	3,000	3,000		0.0%
Civic Building :- Indirect Expenditure	<b>1,952</b>	<b>5,630</b>	<b>32,300</b>	<b>26,670</b>	<b>0</b>	<b>26,670</b>	<b>17.4%</b>
<u>302 Civic Building Loan</u>							
4060 Loan Accounts	0	4,943	9,780	4,837		4,837	50.5%
Civic Building Loan :- Indirect Expenditure	<b>0</b>	<b>4,943</b>	<b>9,780</b>	<b>4,837</b>	<b>0</b>	<b>4,837</b>	<b>50.5%</b>
Civic Centre :- Income	<b>3,702</b>	<b>3,702</b>	<b>32,500</b>	<b>28,798</b>			<b>11.4%</b>
Expenditure	<b>1,952</b>	<b>10,573</b>	<b>42,080</b>	<b>31,507</b>	<b>0</b>	<b>31,507</b>	<b>25.1%</b>

Continued over page



<b><u>AGENDA ITEM</u></b>	<b>7</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To discuss encroachment into Chatsworth Park and consider way forward</b>

## **1. INTRODUCTION**

At the last Amenities & Civic Centre Meeting, the Committee discussed the issue of encroachment which had been highlighted to the Town Council by a local resident. Three properties in Ambleside Avenue appeared to have extended their boundary into Chatsworth Park and it was agreed that the residents were written to, to ask that they move their boundary back to the edge of their own land.

## **2. INFORMATION**

The Town Clerk wrote to the residents who appeared to have encroached and all responded. A copy of the Land Registry title and map for the property that a resident originally complained about has been produced showing it to be in line with the other 3 properties. The Town Clerk was informed by one of the other property owners that they have lived there for 45 years, well before Chatsworth Park was formed, and they have never moved their fence line from when they originally purchased the property. Another owner advised me that she did believe her property line was too short and was looking at making investigations to extend in the future.

## **3. RECOMMENDATION**

It is recommended that land registry applications are made for the remaining 2 properties and the findings are brought back to a future meeting. I also recommend that Councillors visit this location with myself to fully understand more about the boundaries.

## **4. ENVIRONMENTAL IMPACT**

The park is an important amenity to the Town Council and local residents, and should therefore be protected.

## **5. FINANCIAL IMPLICATIONS**

There will be a cost of £7 each for 2 properties for the official copy of a register or title plan and map.

<b><u>AGENDA ITEM</u></b>	<b>8</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>Tree Survey Chatsworth Park &amp; The Copse</b>

## **1. INTRODUCTION**

The Council, either in its capacity as owner or manager, is responsible for trees located on land for which it manages or has total control over. As such, it has a common law and statutory duty of care in relation to its trees. Compliance with the duty will require the operation of a reasonable systematic inspection of all its trees, which has been determined in accordance with a sufficient and informed risk assessment.

## **2. INFORMATION**

From 2016 to 2018 we had a tree survey carried out by Richard Jackson Arboriculturist, who then retired. In 2019, a report was obtained from Saul Heath of Arbosense. The surveys are for trees in Chatsworth Park and The Copse, with works carried out in accordance with the recommendations.

I contacted five arboriculturists to quote, including Arbosense who carried out the work last year. Two companies have responded, as follows:

- Arbosense (based in Eastbourne) have quoted £500 excluding VAT to inspect all the trees in Chatsworth Park and The Copse (quote attached).
- Aspen Treecare (based in Lewes), have provided two quotations (attached) based on depth of survey. Quote 1 is £750 + VAT to provide a short written report on the area and only highlighting trees with defects. Quote 2 is £2,500 + VAT to include a more detailed report which includes suggestions/advice on the management and maintenance of the sites.

There has been much discussion recently concerning the maintenance of the trees and vegetation and how best to take this forward, as well as the imminent consultation with residents who border the park. At the last Chatsworth Park working group I was also asked to look at pervasive trees within the park and how they affect risk to properties. This could be investigated via the more expensive quotation provided by Aspen Treecare.

Following receipt of the quotations I contacted the Tree Officer at Lewes District Council for his advice regarding zoning and how often a report should be actioned, to see if there is scope to arrange a more detailed tree survey, but have not received a reply to date.



### **3. RECOMMENDATION**

I recommend instructing Aspen Treecare to carry out the tree survey at a total cost of £2,500 + VAT. Although this is the more expensive report, it will fully set out how best to maintain the two locations.

### **4. ENVIRONMENTAL IMPACT**

Tree Surveys will help decide on the management of our green spaces and how best to maintain the local environment.

### **5. FINANCIAL IMPLICATIONS**

We have £4,900 remaining in the general grounds maintenance budget and £20,000 in an earmarked reserve for grounds maintenance.

**Stella Newman**

---

**Subject:** FW: FW: Tender for Tree Survey and Report for Telscombe Town Council

**From:** Saul Heath <saulthetreeman@gmail.com>  
**Sent:** 06 June 2020 14:16  
**To:** Bianca Buss <amenities@telscombetowncouncil.org.uk>  
**Subject:** Re: FW: Tender for Tree Survey and Report for Telscombe Town Council

Hello Bianca,  
All well thanks,  
I would inspect all trees within the two areas and provide a report commenting on health and any safety issues, my report would also include future management recommendations, my fee for this would be £500(no vat).

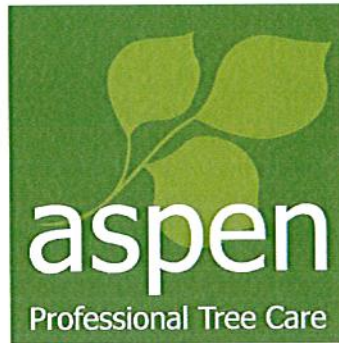
Kind regards,

**Saul Heath *FdScArb TechArborA***

*ARBORSENSE*

ARBORENTURAL  
CONSULTANTS





3 Heath Stables  
Spital Rd  
Lewes

East Sussex  
BN7 1LS

01273 479058

07789 557787

[aspentreecare@hotmail.co.uk](mailto:aspentreecare@hotmail.co.uk)

**Quote no 243**

FAO Bianca Buss  
Amenities Officer  
Telscombe Civic Centre  
360 South Coast Rd  
Telscombe Cliffs  
BN10 7ES

**Quote 1**

Within Chatsworth Park, and The Copse - located between Telscombe Cliffs Way and Bush Close. Provide visual tree assessment (VTA) of all trees over 75mm diameter at 1.5m from ground level. All trees to be grouped. Only trees with defects to be documented, tagged or marked with paint.

Provide a short, written report detailing:

- Overview of site.
- System of survey

Surveyed tree group categories:

- Species within group
- Approx height range
- Age range

Survey details for defective trees will document:

- Species
- Height
- Age class
- Condition including defects.
- Risk rating
- Recommendations for remedial works to bring tree within a tolerable level of risk.
- Works priority
- Re-inspection frequency or date.

Map detailing location of tree groups and numbered trees with notable defects.

**Cost £750 plus VAT.**

## Quote 2

Within Chatsworth Park, and The Copse - located between Telscombe Cliffs Way and Bush Close.  
Provide visual tree assessment (VTA) of all trees over 75mm diameter at 1.5m from ground level.

Provide a detailed written report, addressing:

- Overview of site.
- System of survey
- Zoning of trees for detailed surveys. Zones defined by frequency of occupation. Zones typically consist of constant, frequent, periodic and rare.
- Suggested areas for annual or cyclical maintenance, e.g. boundary reductions away from adjacent properties.
- Specification for reductions: meterage; type of management, e.g. hedge cutting, branch reduction, coppicing etc.
- Discussion of ecological considerations.
- Discussion of timing of pruning.
- Recommendation for areas with Chatsworth Park where additional vegetation and tree management may achieve significant improvement in amenity.

Some trees to be grouped. Trees within zones with higher frequency of occupation to be individually surveyed, tagged and plotted on accompanying map.

Surveyed tree group categories:

- Species within group
- Approx height range
- Age range

Survey details for trees within zones which have higher frequency of occupation:

- Species
- Height
- Age class
- Condition including defects.
- Risk rating
- Recommendations for remedial works to bring tree within a tolerable level of risk.
- Works priority
- Re-inspection frequency or date.

Map detailing location of tree groups and numbered trees with notable defects.

The location and details regarding which areas to be surveyed in detail to be agreed before outset of survey.  
As such, costs here are for an assumed level of detail, which could vary.

**Cost £2500 plus VAT.**

Regards,

Duncan Armstrong Bsc TechArborA Level 4 Arb

**15/07/20**

**VAT No 993 5945 55**

**Payment terms:** Please make payment within 14 days. Aspen Tree Care reserves the right to charge interest at 12% of invoice total per calendar month on payment received more than 30 days from invoice date.



**AGENDA ITEM**     9

**COMMITTEE**         Amenities & Civic Centre

**REPORT FROM**      Bianca Buss, Amenities Officer

**MEETING DATE**    27<sup>th</sup> July 2020

**SUBJECT**            To consider quotation to carry out a survey to an area/tree in Chatsworth Park bordering a property

## 1. INTRODUCTION

I was recently informed by a resident whose property borders Chatsworth Park that the roots of a White Poplar tree were coming through to her garden. The resident was concerned that the roots will cause damage to her drains and the main soak way at the end of the garden.

## 2. INFORMATION

As we were currently collating quotations for a tree survey, I asked if the companies could also quote to look at this specific location when the survey is carried out in autumn. Five companies were contacted but I only received a response from two:

- Arborsense responded by email as follows: *'I get these types of inquiries all the time, there is no way I could state with authority that the roots would/are or would not cause damage. You should get in touch with your insurers, they should send an assessor to look if any damage has occurred'*.
- Aspen Tree Care advised they would investigate the area at the same time as the main tree survey and provide prices upon investigation of the area.

## 3. RECOMMENDATION

My recommendation in the last agenda item is that a tree survey is completed by Aspen Tree Care and if the Committee decided to go ahead with this recommendation, then the area would be investigated at the same time at no extra charge.

Alternatively, I could contact a surveyor to check the area, but feel this would be expensive for the amount of work that will be undertaken, or we could ask a Tree Surgeon to visit the location and their findings be taken to a future meeting.

## 4. ENVIRONMENTAL IMPACT

Maintaining the borders of Chatsworth Park will support residents and to keep the amenity safe for all users and wildlife.

## **5. FINANCIAL IMPLICATIONS**

If works to reduce or remove the tree are agreed, there will be a cost implication which is unknown at this stage.

We have £4,900 remaining in the general grounds maintenance budget and £20,000 in an earmarked reserve for grounds maintenance.

<b><u>AGENDA ITEM</u></b>	10
<b><u>COMMITTEE</u></b>	Amenities & Civic Centre
<b><u>REPORT FROM</u></b>	Bianca Buss, Amenities Officer
<b><u>MEETING DATE</u></b>	27 <sup>th</sup> July 2020
<b><u>SUBJECT</u></b>	To consider quotations for an external structural survey to an area of Chatsworth Park bordering a property

## 1. INTRODUCTION

A resident whose property sits next to Chatsworth Park from Kirby Drive made contact a few months ago concerning the trees that border her property. She reported that her fence had been damaged by the trees, with soil and vegetation also sloping down to her boundary fence. I visited the location with a tree surgeon who felt that the issue was not with the trees, but the soil level from rain and debris washing down from the top of the bank to her property border which sits at the bottom of the bank. He suggested that contact is made with a structural engineer to assess the area and make suggestions on how the property can be kept safe from any debris, as well as providing actions on how best to tackle this issue for the future.

## 2. INFORMATION

I contacted five local companies and asked them to provide a quotation for a survey to be undertaken due to the concerns highlighted by the tree surgeon. One company did not respond and another was unable to assist due to workload. The remaining three have provided prices as follows (quotations attached):

**Stapleton Consulting Limited:** £395 + VAT to undertake an external inspection of the property and adjacent areas, and provide an initial report and recommendations on any further detailed investigations required.

**HOP Consulting Civil and Structural Engineers:** £420 + VAT to visit site, make assessment, take some basic dimensions and provide a written report illustrated with photographs and engineering sketches as appropriate.

**Gyoury Self Consulting Engineers:** £1,475 + VAT to make a single visit to the property, view apparent defects and structural form and prepare a brief report setting out findings and recommendations for repair and further investigations as necessary.

## 3. RECOMMENDATION

I recommend that the quotation from Stapleton Consulting Limited be agreed

## 4. ENVIRONMENTAL IMPACT

A survey will provide information on how best to manage the area adjacent to the resident's property.



## **5. FINANCIAL IMPLICATIONS**

We have £4,900 remaining in the general grounds maintenance budget and an earmarked reserve of £20,000. It is also worth noting that recommendations following the survey will increase spending in this location.

## Diana Joel

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**From:** Patrick Henshaw <pj.henshaw@stapletonconsulting.co.uk>  
**Sent:** 26 June 2020 15:17  
**To:** Bianca Buss  
**Subject:** RE: Quotation for survey to be actioned on Council land  
**Attachments:** SCL Standard Terms of Business.pdf

Dear Bianca,

Further to your email below, I would propose a fee of £395 plus VAT to undertake an external inspection of the property and adjacent areas and provide an initial report and recommendations on any further detailed investigations required.

I have attached a copy of our standard terms and conditions that would be applicable.

I hope that the above is of interest, and I look forward to hearing from you further in due course.

Regards,

Patrick Henshaw Bsc(Hons) MRICS RMaPS  
Managing Director  
Stapleton Consulting Limited  
T: 01273 921721  
M: 07557 560790  
E: [pj.henshaw@stapletonconsulting.co.uk](mailto:pj.henshaw@stapletonconsulting.co.uk)  
W: [www.stapletonconsulting.co.uk](http://www.stapletonconsulting.co.uk)



Think before you print ! Please consider the environment before printing this email

**From:** Bianca Buss <amenities@telscombetowncouncil.org.uk>  
**Sent:** 23 June 2020 13:27  
**To:** Patrick Henshaw <pj.henshaw@stapletonconsulting.co.uk>  
**Subject:** RE: Quotation for survey to be actioned on Council land

Dear Patrick,

Thank you for your swift reply. I would be looking at a quotation for a survey of the external areas only and the potential impacts this is causing for the property.

Kind Regards,

Bianca

Bianca Buss  
Amenities Officer  
Telscombe Town Council

Telscombe Civic Centre  
360 South Coast Road, Telscombe Cliffs, BN10 7ES  
Tel: 01273 589777  
Hours: Mon, Wed, Thurs & Fri 9am-5pm

# Stapleton Consulting Limited

## Standard Terms of Business

### 1. PRELIMINARY

1.1 These terms and conditions (the "**Terms of Business**") shall apply to all forms of professional services provided by Stapleton Consulting Limited, a Limited Company with registered number **7635272** and having its registered office at 35 De Montfort Road, Lewes, BN7 1SP, to the client to whom a fee confirmation letter (the "**Fee Letter**") is sent ("**you**"). They shall apply separately to each service subsequently provided to you.

1.2 The Terms of Business are to be read in conjunction with the relevant Fee Letter. In the event of any ambiguity or conflict between the relevant Fee Letter and these Terms of Business, the provisions in the relevant Fee Letter shall prevail. These Terms of Business and the relevant Fee Letter may only be varied in writing by agreement between the parties.

### 2. PERFORMANCE OF THE SERVICES

2.1 We undertake to use all reasonable skill and care in providing the services and advice described in the relevant Fee Letter, based on the instructions given by you (the "**Services**"). We will inform you if it becomes apparent that the Services need to be varied or external third party advice is required. Any variation is to be confirmed in writing and agreed between the parties.

2.2 We may need to appoint third party providers to perform all or part of the Services and we shall agree this with you in advance.

### 3. BASIS OF FEES

3.1 The basis of our fees for our Services is set out in the relevant Fee Letter.

3.2 You shall pay all applicable VAT in addition to any fees and disbursements at the applicable rate.

3.3 Unless otherwise stated in the Fee Letter you shall pay our fees on completion of our Services (whether or not additional work is still to be carried out by third parties) or, where the fees are in relation to an ongoing instruction or an instruction of a duration of more than three months, at least monthly in arrears upon submission by us of quarterly invoices. Payment is due within 14 days of the invoice date.

3.4 If you do not dispute with us an invoice or any part thereof within 14 days of the date of such invoice, you shall be deemed to have accepted the invoice in its entirety.

3.5 If we are required by you to undertake any additional work in relation to an instruction, you shall pay additional fees based upon our usual rates. We will notify you of the amount of such additional fees.

3.6 Where an instruction does not fully complete due to you withdrawing for whatever reason you shall pay us an abort fee (on a quantum merit basis) forthwith upon the cessation of the Services.

3.7 We will advise you in advance if it is necessary or convenient to instruct a third party to provide advice or to act as an expert or arbitrator and provide an estimate of the likely cost. If you approve, either verbally or in writing, that the third party be instructed, we will instruct the party as agent on your behalf and request that all the third party's invoices be addressed to you care of us. If we are requested by you to advance payment of the third party invoices, you shall be obliged to reimburse the advance payment made and pay a handling charge. We may request that you put us in funds in respect of any third party's costs before or at the time of formally instructing them on your behalf and you will comply with this request.

3.8 Where we are instructed to provide Services to one of your subsidiaries or associated / related entities or should you subsequently request that another entity be substituted for you at a later stage and we are unable to seek or obtain payment of any outstanding monies for whatever reason, you shall remain primarily liable to pay those outstanding monies if the subsidiary, associated / related or other entity does not meet its liabilities in relation to payment for the Services provided by us.

### 4. INTEREST

You shall pay interest on the amount of any invoice for fees or other disbursements that remains unpaid for 15 days after the date of the invoice. Interest shall be payable at the rate of 4% above the base rate of Barclays Bank PLC from the date of the invoice until payment is made whether after or before judgement.

### 5. DISBURSEMENTS

Where disbursements are deemed not to be included, you shall pay all disbursements incurred by us in the provision of the Services at least monthly in arrears from the date they were incurred. Disbursements include, but are not limited to: maps, plans, research, photography, copying of documents or plans, messenger delivery, costs of obtaining external information on companies, properties, demographic or other similar information, any reproduction, copying or other royalties incurred, additional bound copy reports, costs of external information / references obtained and key cutting, travel and subsistence expenses at their actual cost and car mileage at the standard AA scales.



## 6. INFORMATION RECEIVED FROM THE CLIENT AND ADVICE ASSUMPTIONS

6.1 We will take all reasonable steps to ensure that property information is accurate where we are responsible for its preparation. Where you provide us with any information on a property that is necessary or convenient to enable us to provide the Services properly, you acknowledge that we will rely on the accuracy, completeness and consistency of any information supplied by you or on your behalf and, unless specifically instructed otherwise in writing, we will not carry out any investigation to verify such information. We accept no liability for any inaccuracy or omission contained in information disclosed by you or on your behalf, whether prepared directly by you or by a third party, and whether or not supplied directly to us by that third party and you shall indemnify us should any liability arise.

6.2 Except to the extent that we perform a structural survey or other survey or inspection that addresses any of the following matters (but subject to any specific limitations contained in such survey) or unless otherwise advised by you in writing, we will provide the Services in relation to any property on the following assumptions:

- (i) information provided as to the extent of and ownership of the property is complete and correct and that there are no encumbrances or unduly onerous or unusual easements, restrictions, outgoing or conditions attaching to the property save as specifically notified to us;
- (ii) there are no environmental matters (including but not limited to actual or potential land, air or water contamination, or by asbestos or any other harmful or hazardous substance) that would affect the property, any development or any existing buildings on the property in respect of which the Services are provided or any adjoining property, and that we shall not be responsible for any investigations into the existence of the same and that you are responsible for making such investigations;
- (iii) the property and any existing buildings are free from any defect whatsoever;
- (iv) all the building services (such as lifts, electrical, gas, plumbing, heating, drainage and air conditioning installations and security systems) and property services (such as incoming mains, waste, drains, utility supplies, etc) are in good working order without any defect whatsoever;
- (v) any building, the building services and the property services comply with all applicable current regulations (including fire and health and safety regulations);
- (vi) the property and any existing building comply with all planning and building regulation, have the benefit of appropriate planning consent or other statutory authorisation for the current use and no adverse planning conditions or restrictions apply (which includes, but is not limited to, threat of or actual compulsory purchase order);
- (vii) appropriate insurance cover is, and will continue to be, available on commercially acceptable terms for any building incorporating types of construction or materials which may pose an increased fire or health and safety risk, or where there may be an increased risk of terrorism, flooding or a rising water table; and
- (viii) items of plant and machinery that usually comprise part of the property on an assumed sale, are included in the property but items of plant and machinery that are associated with the process being carried on in the property or tenants trade fixtures and fittings are excluded from the property.

## 7. MEASUREMENTS

7.1 Where we are required to measure a property we will generally do so in accordance with the RICS Code of Measuring Practice. However, you should specifically note that the floor areas contained in any report we may publish are approximate and if measured by us will be within a 5% tolerance either way or as stated in the report. In cases where the configuration of the floor plate is unusually irregular or is obstructed, this tolerance may be exceeded.

7.2 We will not be able to measure areas which we are unable to access. In these cases we may estimate floor area from plans or by extrapolation. Where we are required to measure land or site areas, the areas will be approximate and will be measured from plans supplied or from Ordnance Survey plans. They will not be physically checked on site.

## 8. MANAGEMENT OF THE PROPERTY

Except where we are organising refurbishment works, we shall not be responsible for the management of the property nor have any other responsibility (such as maintenance or repair) in relation to the property. We shall not be liable for any damage that may occur while the property is unoccupied. The property shall be your sole responsibility.

## 9. CONFLICTS OF INTEREST

9.1 We have conflict management procedures designed to prevent us acting for one client where there is or could be a conflict with the interest of another client for whom we are acting. If you are aware or become aware of a possible conflict of this type, please raise it immediately with us. If a conflict of this nature arises, then we will decide, taking account of legal constraints, relevant regulatory rules and your and the other client's interests and wishes, whether we can continue to act for both parties (e.g. through the use of separate teams with appropriate Chinese Walls), for one only or for neither. Where we do not believe that any potential or actual conflict of interest can be managed appropriately, we will inform you and consult with you as soon as reasonably practicable as to the steps to take.

9.2 You acknowledge that we may earn commissions, referral fees and may charge handling fees connected to the services that we perform and agree that we shall be entitled to retain them without specific disclosure to you. We will not accept any commissions or referral fees in circumstances where we are of the reasonable belief that they would compromise the independence of any advice that we provide to you.



## 10. APPRAISAL EXCLUSIONS

10.1 We will not make any allowance in our Services for the existence of any mortgage or other financial encumbrance on or over the property, nor take account of any leases between subsidiaries.

10.2 Any appraisal figures provided will be exclusive of VAT, whether or not the building has been elected.

10.3 We will not make any allowance in any appraisal advice provided for the expenses of realisation, letting, or any taxation liability arising from the sale or development of the property.

## 11. PLANNING REGULATIONS

11.1 Unless specifically instructed in writing to make formal searches with local planning authorities, we shall rely in the provision of our Services on the information provided informally by the local planning authority or its officers.

11.2 Where we undertake value appraisals, we may consider the possibility of alternative uses being permitted. Unless otherwise notified by you in writing, we shall assume that the property and any existing buildings comply with all planning and building regulation, existing uses have the benefit of appropriate planning consent or other statutory authorisation, and that no adverse planning conditions or restrictions apply.

11.3 Where we are required to submit a planning application, we shall require advance payment to cover the application fee prior to submission otherwise an additional handling charge of £25 for amounts up to £500 and £50 for larger amounts will be charged.

## 12. TERMINATION BY NOTICE

12.1 Unless a fixed period has been agreed, either party may terminate the instruction by giving 14 days' notice in writing to the other party.

12.2 In the event of termination by notice, you shall be obliged to pay forthwith all the fees accrued in relation to the Services and work performed up to the date of termination (and any abort fee) plus any expenses or disbursements incurred by us or to which we are committed at the date of termination.

## 13. PROFESSIONAL LIABILITY

13.1 We shall not be liable to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Services in respect of:

(i) any direct loss of profit;

(ii) any indirect, special or consequential loss whatsoever howsoever caused including without limitation (a) indirect loss of profit; (b) loss of business; (c) loss of goodwill; (d) loss of use of money; (e) loss of opportunity, and we agree that the sub-clauses of this clause shall be severable.

13.2 We shall not be liable to you in negligence for pure economic loss arising in connection with the performance or contemplated performance of the Services.

13.3 You acknowledge and agree that the exclusions contained in this clause 13 are reasonable in all the circumstances and that you have had the opportunity to take independent legal advice.

13.4 Where a third party has contributed to the losses, damages, costs, claims or expenses, we shall not be liable to make any contribution in respect of the liability of such third party.

13.5 Save in respect of third parties directly instructed by us and not on your behalf, we shall not be liable for the services or products provided by other third parties, nor shall we be required to inspect or supervise such third parties, irrespective of the third party services or products being incidental to or necessary for the provision of our services to you.

13.6 Our total aggregate liability (including that of our employees) to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the services shall be limited to an aggregate sum not exceeding fifty times the fee paid for each instruction accepted, and in any event not exceeding £1.0m

13.7 We shall be released from our obligations to the extent that performance thereof is delayed, hindered or prevented by any circumstances beyond our reasonable control (examples being a strike, act of God or act of terrorism). On becoming aware of any circumstance which gives rise, or which is likely to give rise, to any failure or delay in the performance of our obligations, we will notify you by the most expeditious method then available.

13.8 To cover any liability that might be incurred by us, we confirm that we will maintain professional indemnity insurance through an RICS Approved Insurance Scheme, so long as such insurance is available at commercially acceptable rates and terms, with insurers of good standing and repute of not less than £1 million on an each and every claim basis.

13.9 You agree that under any circumstances there will be no claim against the directors of Stapleton Consulting Limited personally or any of their staff.

## 14. COMPLAINTS

If you wish to complain about the level of our service to you, in accordance with the requirements of the Royal Institution of Chartered Surveyors, we have a standard complaints procedure, a copy of which is available on request.

## 15. DATA PROTECTION

15.1 We and any of our relevant partnerships are data controllers of all personal data collected during the provision of the Services. We shall use such personal data and information we obtain from other sources for providing the Services, for administration and for customers services, for marketing and to analyse your preferences. We may keep such personal data for a reasonable period for these purposes. We may need to share personal data with our service providers and agents for these purposes. We may disclose personal data in order to comply with a legal or regulatory obligation and you may request, in writing and upon payment of a fee, a copy of the details held about you by us.

15.2 To help us to make credit decisions about you, to prevent fraud, to check identity and to prevent money laundering, we may search the files of credit reference agencies and we may also disclose details of how you conduct your account to such agencies.

## 16. MONEY LAUNDERING REGULATIONS

In order to comply with all applicable money laundering legislation and regulation, we may be required to verify certain of your details and may ask you to assist us in complying with such requirements. Where such information is requested, you will provide such information promptly to enable us to provide our services. We shall not be liable to you or any other parties for any delay in the performance or any failure to perform our services which may be caused by our duty to comply with any such legal and regulatory requirements.



## **17. FREEDOM OF INFORMATION**

Where you are a public authority for the purposes of the Freedom of Information Act 2000 (the "Act"), you shall notify us within five business days of receiving a request pursuant to the Act requesting information which relates to the business arrangements between us and you and/or any information we have provided to you at any time. In recognition of the fact that we may be providing you with genuinely confidential or commercially sensitive information, you agree to consult us and seek our views on all such requests prior to making a decision on whether any information should be publicly disclosed.

## **18. ELECTRONIC COMMUNICATIONS**

We may communicate with each other by electronic mail, sometimes attaching electronic data. By consenting to this method of communication, we and you accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). In the event of a dispute, neither of us will challenge the legal evidential standing of an electronic document and our system shall be deemed to be the definitive record of electronic communications and documentation.

## **19. CONFIDENTIALITY**

19.1 We owe you a duty of confidentiality. You agree that we may, when required by our insurers or other advisers, provide details to them of any engagement on which we act or have acted for you, and that we may also disclose confidential information relating to your affairs if required to do so for legal, regulatory or insurance purposes only.

19.2 Subject to clause 19.1, we both agree never to disclose sensitive details of transactions or our advice without the other's consent. Unless we are expressly bound by a duty of confidentiality which otherwise overrides this, we both shall be entitled to mention to third parties (e.g. in the course of presentations, speeches or pitches) and/or publish (e.g. in brochures, marketing or other written material) that we provide our services to you.

19.3 We shall provide the Services to you only for your sole use and for the stated purpose. We shall not be liable to any third party in respect of our Services. You shall not mention nor refer to our advice, in whole or in part, to any third party orally or in annual accounts or other document, information we obtain from other sources for providing the services, for administration and customer services, for marketing and to analyse your circular or statement without our prior written approval. The giving of an approval shall be at our sole discretion.

19.4 We will not approve any mention of our advice unless it contains sufficient reference to all the special assumptions and/or limitations (if any) to which our advice are subject. Our approval is required whether or not we are referred to by name and whether or not our advice is combined with others.

19.5 We may make the approval of any mention of our advice, or re-address to third parties our advice, subject to the payment of an additional fee to cover additional work and professional liability.

## **20. INTELLECTUAL PROPERTY**

All intellectual property rights (including copyrights) in the documents, materials, records, data and information in any form developed or provided to you by us or otherwise generated in the provision of our services shall belong to us solely. You are granted an irrevocable, non-exclusive, royalty-free licence to use or copy such intellectual property rights for any purpose connected with the property.

## **21. ASSIGNMENT**

Neither party shall be entitled to assign this contract or any rights and obligations arising from it without the prior written consent of the other, such consent not to be unreasonably withheld.

## **22. GENERAL**

22.1 If any provision of these Terms of Business is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms of Business and the remainder of such provision shall continue in full force and effect.

22.2 Failure or delay by us in enforcing or partially enforcing any provision of these Terms of Business shall not be construed as a waiver of any of our rights under these Terms of Business.

22.3 No term of the relevant Fee Letter or these Terms of Business is intended to confer a benefit on or to be enforceable by any person who is not a party to the same. The application of the Contracts (Rights of Third Parties) Act 1999 is expressly excluded.

22.4 All Fee Letters and these Terms of Business shall be governed by and be construed in accordance with English law. Any dispute arising out of or in connection with the Services shall be submitted to the exclusive jurisdiction of the courts of England and Wales.



## Diana Joel

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**From:** Jon Orrell <JONO@hop.uk.com>  
**Sent:** 23 June 2020 13:45  
**To:** Bianca Buss  
**Cc:** Adam Humphrey; Sharon Weller  
**Subject:** Quotation for Survey to be Actioned on Council Land

JWO/LB/E

Dear Bianca

HOP would be pleased to assist you with the work you have outlined.

We could visit site, assess the various levels, boundary conditions , key issues and provide you with a written report indicating the likely scale of the problem, causes and what solutions might be. We would highlight any immediate concerns and give you an idea of what might be needed in the longer term.

We would visit site, assuming there is reasonably free access, make our assessment, take some basic dimensions and provide you with a written report illustrated with photographs and engineering sketches as appropriate. Our fee for this would be £420 plus VAT.

We would be in a position to commence work within 5 working days of receipt of your formal instructions and would envisage a similar time being necessary to complete the report.

We hope this is sufficient for your needs, but if you require anything further , need any details about our firm or similar works we have undertaken, we would be happy to provide these. More information is on our website for which there is a link below.

Thank you for considering HOP for these works. We look forward to the possibility of working for you.

Please contact me at any time if you have any queries.

Yours sincerely

JonO

**JON ORRELL**

Director

Mobile: 077 70 720484



HOP House  
41 Church Road  
Hove, BN3 2BE  
**T:** +44 (0)1273 223900  
**W:** www.hop.uk.com

HOP now have a strong remote Team, working collectively to deliver a timely and professional service to our Clients. Direct emails are the best method of contact to reach individuals, although our office number remains available for urgent queries.

[Click here to read about our Awards, Accreditations or Confidentiality and Security Statement](#)

Ms. B Buss  
Amenities Officer  
Telscombe Town Council  
Telscombe Civic Centre  
360 South Coast Road,  
Telscombe Cliffs BN10 7ES

**CONSULTING ENGINEERS**  
16/17 Boundary Road, Hove Sussex BN3 4EF  
Tel: 01273 414413

*Also at Fareham*

1<sup>st</sup> July 2020

e-mail: amenities@telscombetowncouncil.org.uk

Dear Ms Buss

**FEE ESTIMATE & APPOINTMENT – REPORT ON STABILITY AT THE NORTH BOUNDARY OF 27 KIRBY DRIVE, TELSCOMBE CLIFFS BN107DY.**

Further to your recent enquiry, we write to confirm we would be pleased to act as your Consulting Structural Engineers to inspect and report on the stability of the existing bank and effect of the soil build up, on the north side of the fence, along the north boundary, along with general advice on the nature and extent of any remedial works. We now have pleasure in submitting our fee proposal as follows.

We would anticipate the following brief:-

1. Take instructions.
2. Make a single visit to the property to view the apparent defects and structural form.
3. Prepare brief report setting out our findings, with general recommendations for repair and further investigations as necessary.

Our fee for undertaking the above brief will be **£1,475.00 plus VAT.**

This proposal remains open for acceptance for sixty days.

We would expect to begin working on this project within four weeks of receiving your instructions.

Please note that changes to the extent of our brief could incur additional fees. Changes may be required due to architectural design, contractor or specialist supplier requirements, or if alternative details are discovered during any survey or inspection. If such additional work is required, beyond that assumed in preparing this fee proposal, we would need to charge further fees for this, on a time basis in accordance with the enclosed schedule of rates. We would always try to advise you of any such instances prior to carrying out the additional work.

Our fee estimate does not include the following:

- a. Any additional meetings or visits
- b. Site visits or attendance at meetings during any remedial works.
- c. Responding to queries or comments from the client, building control officer or contractor.
- d. Full repair specifications, schedule of work or contract administration, generally.

However, we would be pleased to undertake this work if so instructed for an additional fee.

Please note that this fee is based upon the current information available to us and we reserve the right to renegotiate this should alterations to the scheme affect the extent of our brief.

For the conditions and limitations of our inspection, please refer to the notes within our report to be issued.

Please refer to our standard terms and conditions, as attached.

We trust that this is acceptable, and would ask that you provide us with your written agreement and an instruction to proceed, along with any necessary purchase order number, should you wish to engage our services. In the meantime, should you have any queries, please do not hesitate to contact us.

Yours sincerely



**RICHARD M POTTERTON**  
**Gyoury Self Partnership LLP**  
*e-mail: [rick@gyouryself.com](mailto:rick@gyouryself.com)*  
enc

<b><u>AGENDA ITEM</u></b>	<b>11</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To consider Grounds Maintenance Contracts for 2021 to 2024</b>

## **1. INTRODUCTION**

At the Amenities & Civic Centre Meeting in March, it was agreed that the Town Clerk and I would draw up and update the three Grounds Maintenance contracts due to commence from 1<sup>st</sup> April 2021 to be considered by the Committee, before being put out for tender.

## **2. INFORMATION**

The Town Clerk and I met and amended the three Grounds Maintenance contracts, which are attached.

Contract 1 Parks & Playgrounds – covers works for the three Council owned playgrounds (Chatsworth Park South and North and Robert Kingan Playground) and inside Chatsworth Park. This work is currently being undertaken by Burleys. The only change made to this contract is to actually specify timings for work to be carried out.

Contract 2 Hedges & Tree Cutting - covers the maintenance of overhanging trees, hedges and vegetation in Chatsworth Park, The Copse, Robert Kingan Playground and Ashurst Avenue. This work is currently being undertaken by EH Treecare. The only change made to this contract is to remove cutting back vegetation on pathways leading up to the Tye from Ashurst Avenue and include it in contract 3. The reason for this is that it is general maintenance and not specialised tree work.

Contract 3 Small Works Ground Maintenance - covers maintenance to the outside of the Civic Centre, local twittens, pathways to the Tye from Ashurst Avenue and the grass verge bordering Gorham Way and Telscombe Tye. This work is currently being undertaken by M Evans. The changes made to this contract are to specify timings for work to be carried out; to add the vegetation cutback to pathways leading from the Tye to Ashurst Avenue. Maintenance of two twittens has also been removed that run between Rodmell Avenue and Cissbury Crescent and Cissbury Crescent and Findon Avenue. The reason for this is that these two areas are actually registered footpaths and their maintenance should be undertaken by ESCC Rights of Way – see map attached.

Litter picking of Chatsworth Park has not been included in previous contracts. Also emptying of litter bins in Chatsworth Park was agreed with Burleys and they currently continue to carry this out, but an actual contract was not drawn up.



Consideration should be given as to whether we include litter picking and bin emptying in contract 1, or whether a separate contract is drawn up for this.

The current contracts are all due to end in March 2021 so a new tender process will need to be taken forward with new contractors being confirmed by early January 2021.

### **3. RECOMMENDATION**

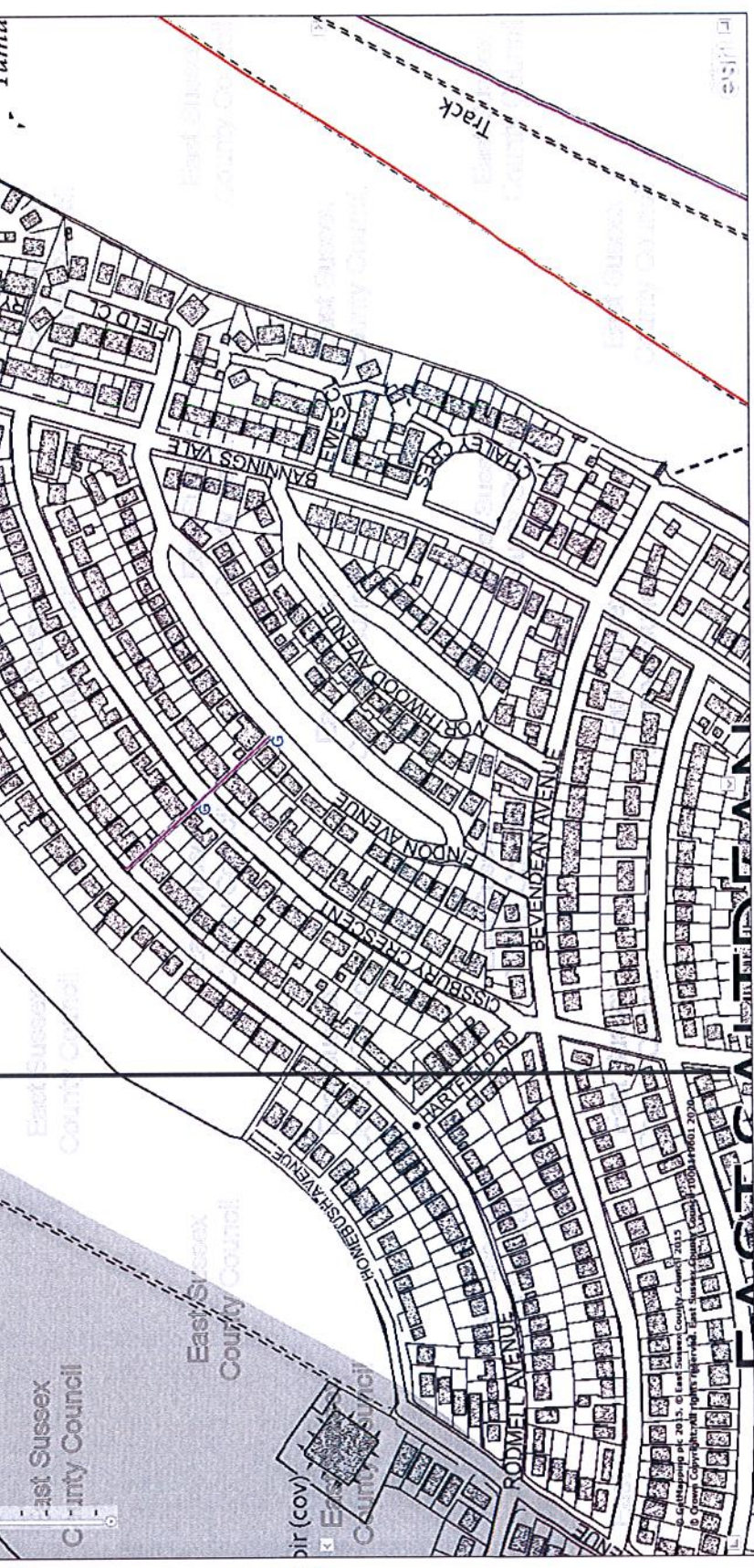
It is recommended that the Committee consider the three draft contracts before a tender process is started.

### **4. ENVIRONMENTAL IMPACT**

Maintaining our green spaces will allow the local biodiversity to prosper.

### **5. FINANCIAL IMPLICATIONS**

We currently have a budget of £5,710 for contract 1, £6,410 for contract 2 and £2,290 for contract 3.



## Find rights of way in East Sussex

Return to Rights of Way standard map

- by typing a place name  
Place name
- or
- by typing a road name
- or
- by typing a grid reference (e.g. TQ455023)

**Find**

Easting: 539319 Northing: 102221

Key to map

Symbol	Meaning
⊘	Closure
—	Footpath
—	Bridleway
—	Byway
—	Restricted Byway
—	Licensed/Permissive Footpath
—	Licensed/Permissive Bridleway
—	Licensed/Permissive Cycleway
—	Licensed/Permissive Bridleway and Cycleway
S	Sill
G	Gate
B	Bridge

For enquiries about any of the rights of way shown here, please contact the Rights of Way Team. Rights of way information disclaimer. Ordnance Survey statement of purpose

# TELSCOMBE TOWN COUNCIL



Contract 1

Parks and Playgrounds

*April 2021 to March 2024*

## **Introduction**

The attractiveness of our public realm has a direct influence on the success of our campaigns to promote culture and leisure, improve people's health, reduce crime and anti-social behaviour, tackle climate change, and attract visitors, new residents and inward investment into our Town. It's important, therefore, that green spaces are maintained well and we're able to measure our success in achieving quality open spaces and real customer satisfaction.

Whilst the specification sets clear standards for the maintenance service, we are introducing an inspection system which will provide a mechanism to measure and monitor how well those standards are being achieved. The Town Council may ask users of the park for feedback via consultations or via working groups.

## **General Aims of the Town**

- To provide good quality and well cared for open spaces that all members of our town are able to enjoy.
- To ensure that each individual site is well cared for, left clean and tidy and provides a good image for Telscombe and East Saltdean.
- We want our chosen service providers to provide a high quality of grounds maintenance that is carried out with professionalism and pride. In return, we will award a three-year contract with an option for the work to be extended by a further year.



Bill of Quantities:

Chatsworth Park

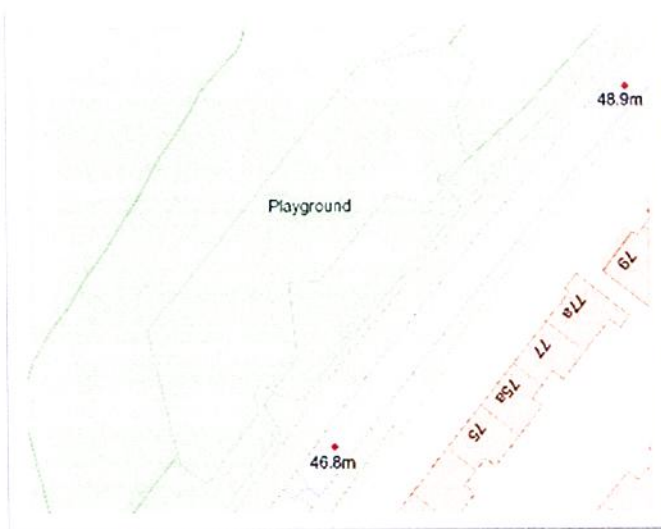


Chatsworth Park is an elongated open space located between Ambleside Avenue in the east, and Central Avenue/Kirby Drive in the West. It covers 7.5 hectares in total and consists of mainly grassland, but incorporates two playgrounds, areas of landscaping and a memory garden. The park is bordered by a variety of mature trees that act as a buffer between the park and the nearby houses. For the purposes of this contract we have separated the park into three separate areas: Chatsworth Park (all grass land between Ambleside Avenue and Kirby Drive, memory garden, landscaped areas and car park); Chatsworth Playground South (located west side Ambleside Avenue) and Chatsworth Playground North (located east side of Kirby Drive).

<b>Chatsworth Park</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Cost per visit</b>	<b>Cost P.A.</b>
<b>Carry out grass cutting – 1<sup>st</sup> April to 31<sup>st</sup> October</b>	14	1 per month – minimum 14 days in between		
<b>Carry out grass cutting – December and February</b>	1	1 Dec and 1 Feb		
<b>Clear leaves and debris from paths throughout the park – 1<sup>st</sup> April to 31<sup>st</sup> March</b>	6	1 every other month		
<b>Grass cut wildflower bank</b>	1	October		
<b>Grass cut &amp; weed memory garden – 1<sup>st</sup> April to 31<sup>st</sup> October</b>	14	2 per month – minimum 14 days in between		
<b>Plant memory garden</b>	2	Spring & Autumn		
<b>SUB TOTAL</b>				

Bill of Quantities:

Chatsworth Park South Playground



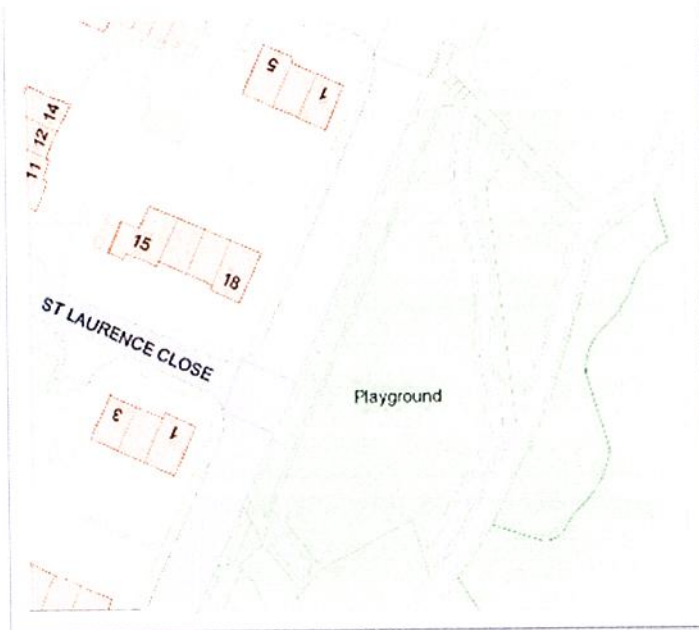
Chatsworth Park South Playground is located on the east side of the park near Ambleside Avenue, Telscombe Cliffs. The playground has a range of multi-play equipment catering for children up to the age of 12. The playground is popular with local residents and is used throughout the year.

The playground measures 1421m<sup>2</sup> in areas.

Chatsworth Park South Playground	Quantity	Frequency	Cost per visit	Cost P.A.
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – at least 21 days between cuts		
Full litter pick and emptying bins – 1 <sup>st</sup> April to 31 <sup>st</sup> March	52	1 per week – Mon		
Additional full litter pick and emptying of bins – 1 <sup>st</sup> April to 31 <sup>st</sup> October	31	1 per week – Fri		
Sweep play park area – remove debris and leaves	1	1 per month – at least 21 days between		
Jet wash wet pour surfacing to prevent build-up of moss	2	October & February		
<b>SUB TOTAL</b>				

Bill of Quantities

Chatsworth Park North Playground



Chatsworth Park North Playground is located to the northwest of the park and is situated next to Kirby Drive, Telscombe Cliffs. The playground has a range of multi-play equipment catering for children up to the age of 12. The playground is popular with local residents and is used throughout the year.

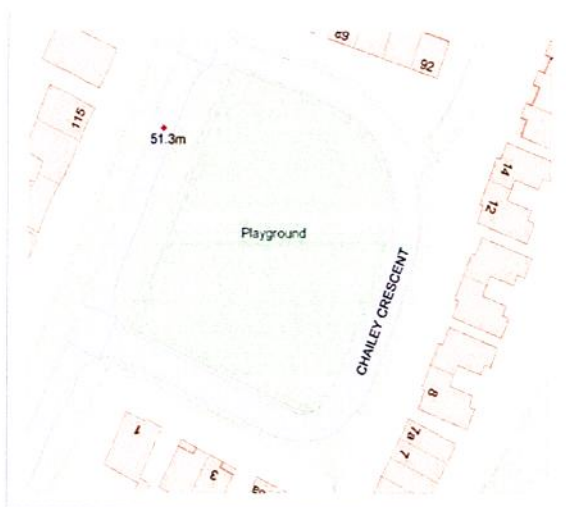
The playground measures 1800m<sup>2</sup> in area.

Chatsworth Park North Playground	Quantity	Frequency	Cost per visit	Cost P.A.
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – at least 21 days between cuts		
Full litter pick and emptying bins – 1 <sup>st</sup> April to 31 <sup>st</sup> March	52	1 per week – Mon		
Additional full litter pick and emptying of bins – 1 <sup>st</sup> April to 31 <sup>st</sup> October	31	1 per week – Fri		
Sweep play park area – remove debris and leaves	1	1 per month – at least 21 days between		
Jet wash wet pour surfacing to prevent build-up of moss	2	October & February		
<b>SUB TOTAL</b>				



Bill of Quantities

Robert Kingan Playground



Robert Kingan Playground is located next to Bannings Vale in East Saltdean. The playground has a range of multi-play equipment catering for children up to the age of 12. The playground is popular with local residents and is used throughout the year.

The playground measures 2500m<sup>2</sup> in area.

Robert Kingan Playground	Quantity	Frequency	Cost per visit	Cost P.A.
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – at least 21 days between cuts		
Full litter pick and emptying bins – 1 <sup>st</sup> April to 31 <sup>st</sup> March	52	1 per week – Mon		
Additional full litter pick and emptying of bins – 1 <sup>st</sup> April to 31 <sup>st</sup> October	31	1 per week – Fri		
Sweep play park area – remove debris and leaves	1	1 per month – at least 21 days between		
Jet wash wet pour surfacing to prevent build-up of moss	2	October & February		
<b>SUB TOTAL</b>				
<b>OVERALL CONTRACT TOTAL</b>				

Signed \_\_\_\_\_ Date \_\_\_\_\_

On behalf of contractor

Signed \_\_\_\_\_ Date \_\_\_\_\_

On behalf of TTC

## **Grass Cutting**

### **General**

The grass cutting season is from 1st April to the end of October. The schedule of works is set out in the bill of quantities. The Contractor is to follow and adhere to approved mowing schedules, completing one area before moving onto the next.

Areas where mowers cannot cut will be cut by strimmer to obtain a uniform appearance over the whole area.

### **Machinery**

The machinery being used is to be of an appropriate standard, type and size for the area being cut. The machinery will be in good working order and had regular services.

All persons operating machinery will have been properly trained, competent in its use and abide by the strict Health and Safety Regulations in force at the time.

### **Liability**

The Contractor is liable for any damage to property, persons or animals caused by their operatives or equipment and is required to make good any such damage. They will be held responsible for any claims for compensation arising from their actions or omissions.

In the case of trees, hedges or shrubs, if any damage affects their future viability they will be replaced by the Contractor at their own expense, with suitable sized replacements planted when it is most likely to take.

In the case of damage to walls, masonry, cars or windows, the contractor is to make good any damage using qualified and experienced tradesmen informing the Council of the action undertaken and ensuring continued liaison with all relevant persons.

## **Height of Grass**

During growing season the maximum height of grass should be 40mm and the minimum should be 20mm. The maximum height identified is the highest permitted length that the grass is allowed to grow to. Any grass beyond this level will be deemed to be a "default in performance".

## **Grass Seeding**

The Contractor will be required to sow grass seed to enable a good quality grass area to be obtained if they have damaged an area. The Contractor will notify the Council of any damage caused.

Sowing will usually be undertaken during spring/autumn and will only be undertaken if ground conditions are suitable. The Contractor will be responsible for all costs.

The Contractor will be responsible for the maintenance of new grass until it is established and incorporated into the contract.

#### All paths

The areas of hard surfaces within the bill of quantities are to be kept weed and moss free at all times. All debris must be removed from site and taken to an authorized disposal site. Herbicides will be supplied and applied by the Contractor in accordance with regulations.

#### Litter

Prior to mowing, the Contractor is to inspect the site and ensure all litter, branches, and other debris is removed to an approved disposal site. Any litter/debris mown over is to be cleared by the Contractor before leaving the site. Failure to do so will be considered a "default" of the contract.

#### Grass cuttings

Any grass cuttings falling onto adjacent hard surfaced areas shall be swept/blown back onto the grassed area at the time of cutting.

#### Edging

Where possible edges will be sharply cut and defined particularly around pathways.

#### Frequency

Any additional cuts will be agreed prior to cutting, and charged for at the same rate inserted in the bill of quantities. Similarly, any reduction in the number of cuts will be deducted at the rate inserted in the bill of quantities.

#### Inclement weather

In very wet conditions with the agreement of the Council, grass cutting must cease until conditions allow operations to continue without damage to the ground surface. Any damage arising from failure to cease operations must be fully reinstated at the Contractor's own expense and the Council's satisfaction.

If inclement weather has prevented the Contractor from mowing, they must resume as soon as the conditions allow and the Contractor will be expected to provide any additional resources needed to catch up any lost time.

#### Litter Bins

The bins if necessary should be washed out to remove any litter sticking to the base of the bin.

The bins should be in a good state of repair and any damage should be reported to the Council.



## Litter Clearance

All arisings and litter are to be disposed of to an approved disposal site on the day of collection.

The Contractor shall at all times have due regard to the Environmental Protection Act 1990, Code of Practice on litter and refuse, Control of Waste regulation 1992, Registration of Waste Carriers and Waste duty of care code of practice.

## The Contract

### Liability of the Contractor

The Contractor shall indemnify and keep indemnified the Town Council against injury or death, loss/damage to property, default or negligence.

### Insurance

The Contractor will be responsible for ensuring that full Public Liability & Employers Liability insurance is in place throughout the contract period against any injury or death and loss of or damage to any property arising out of the Contractor's work in association with this contract.

The Contractor is to ensure that the insurance complies with the Employers Liability (Compulsory) Insurance Act 1969 and all other applicable regulations.

### Customer Services

The Contractor will ensure that all work is undertaken in the interest of the general public and their safety. Contractors should ensure that staff remain well-mannered and polite at all times when working in public areas and any complaints from members of the public should be referred to the Town Council.

### Default in Performance

If following an inspection the Contractor has failed to perform any part of the contracted services or has not had due consideration to public care, then the Town Council will provide a written notice setting out and requiring the Contractor to remedy the problems. If the problem is not remedied, then the Town Council will decide whether or not to issue a default notice.

Should a Contractor be given three or more default notices inside six months, the Council will terminate the contract with immediate effect.

### Notices

Each party must give six months written notice for termination of the contract, unless three default notices have been received (as set out above).

## Arbitration

All disputes between the parties shall be referred to an external independent arbitrator. The costs for the arbitrator to be shared equally between both parties.

## Contract

The Council seeks to appoint a Contractor for a period of three years from April 2021 to March 2024, with the option of an additional year, subject to approval from the Council.

The contract is written under English Law and any quotes provided will be taken as a fixed price.

Once the tender has been submitted all prices will be valid for 90 days while the Council undertakes the appointment of a Contractor. It is intended to finalise the contract at the beginning of January 2021 with a view of work commencing on 1<sup>st</sup> April 2021.

## Contractor Requirement

The successful Contractor will provide the following documents annually to the Council:

- Public Liability & Employers Liability Insurance certificates
- Environmental Management Certification if applicable
- Environmental Policy
- Health & Safety Policy
- Risk Assessment
- Safe working statements
- Equipment Inventory

## How to Complete Quote

There are two copies of this document. Fill in the cost per visit and cost per annum columns in the tables above. Return one of the copies by 15<sup>th</sup> November 2020 marked Private & Confidential to:

Mrs Stella Newman, Town Clerk  
Telscombe Civic Centre  
360 South Coast Road  
Telscombe Cliffs  
E Sussex  
BN10 7ES

Also attach any other information that you think is relevant to the quote, as well as details of 2 referees.

*Shortlisted tenders will go to Council on 16<sup>th</sup> December 2020 with a view to confirming Contractors at the beginning of January 2021.*

# TELSCOMBE TOWN COUNCIL



Contract 2

Hedge & Tree Cutting

*April 2021 to March 2024*



## **Introduction**

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Whilst the specification sets clear standards for the maintenance service, we are introducing an inspection system which will provide a mechanism to measure and monitor how well those standards are being achieved. The Town Council may ask users of the park for feedback via consultations or via working groups.

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- To ensure that each individual site is well cared for, left clean and tidy and provides a good image for Telscombe and East Saltdean.
- We want our chosen service providers to provide a high quality of grounds maintenance that is carried out with professionalism and pride. In return, we will award a three-year contract with an option for the work to be extended by a further year.

Bill of Quantities

Chatsworth Park

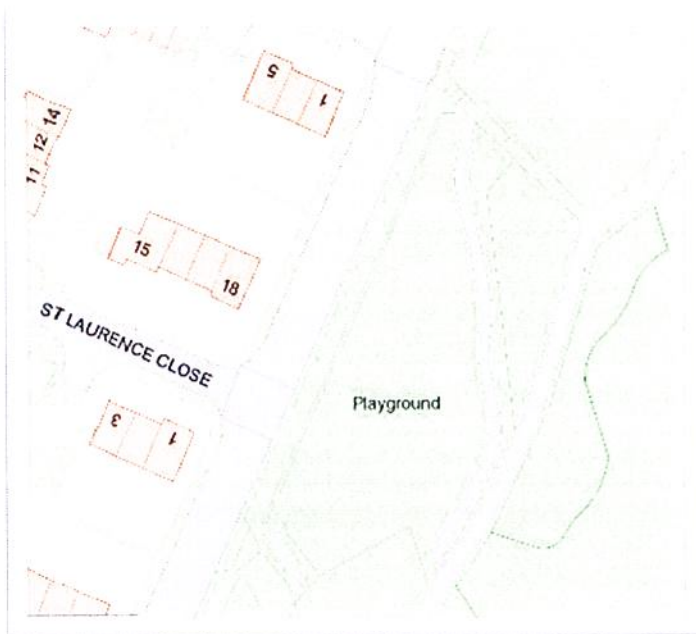


Chatsworth Park is an elongated open space located between Ambleside Avenue in the east, and Central Avenue/Kirby Drive in the West. It covers 7.5 hectares in total and consists of mainly grassland, but incorporates two playgrounds, areas of landscaping and a memory garden. The park is bordered by a variety of mature trees that act as a buffer between the park and the nearby houses. The grass verge, hedge and trees along the east side of Kirby Drive are all owned by the Town Council and are all included within the Bill of Quantities.

<b>Chatsworth Park</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Cost per visit</b>	<b>Cost per Annum</b>
<b>Cut back any over-hanging hedges/trees/deadwood/gorse etc from all pathways in the park area</b>	3	April, July and late September		
<b>Cut back all areas of gorse</b>	3	April, July and late September		
<b>Cut trees &amp; other vegetation along roadside in Kirby Drive - see photo above</b>	2	April and September		
<b>SUB TOTAL</b>				

## Bill of Quantities

### Chatsworth Park North Playground



Chatsworth Park North Playground is located to the northwest of the park and is situated next to Kirby Drive, Telscombe Cliffs. The playground has a range of multi-play equipment catering for children up to the age of 12. The playground is popular with local residents and is used throughout the year.

The playground measures 1800m<sup>2</sup> in area.

<b>Chatsworth Park North Playground</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Cost per visit</b>	<b>Cost P.A.</b>
<b>Hedge cut</b>	3	April, July and late September		
<b>SUB TOTAL</b>				

### Hedges

The Contractor shall maintain all hedges ensuring that they do not overhang pavements or pathways. Their height and width should ensure that no visual or actual obstructions are caused to motorists or pedestrians. Hedges where necessary should be cut back to ensure that gateways and other accesses are free from obstruction and that their appearance is neat, tidy and weed free.



## Bill of Quantities

### Ashurst Avenue

The eastern side of Ashurst Avenue sits alongside Telscombe Tye. It is a steeply graded bank with three access pathways which provide residents with access to the Tye. The bank is predominantly overgrown with brambles and gorse and provides a buffer between the Tye and residential houses.



Ashurst Avenue	Quantity	Frequency	Cost per visit	Cost per Annum
Cut back brambles and gorse from roadway – see map above	3	April, July and late September		
<b>SUB TOTAL</b>				

Bill of Quantities

The Copse

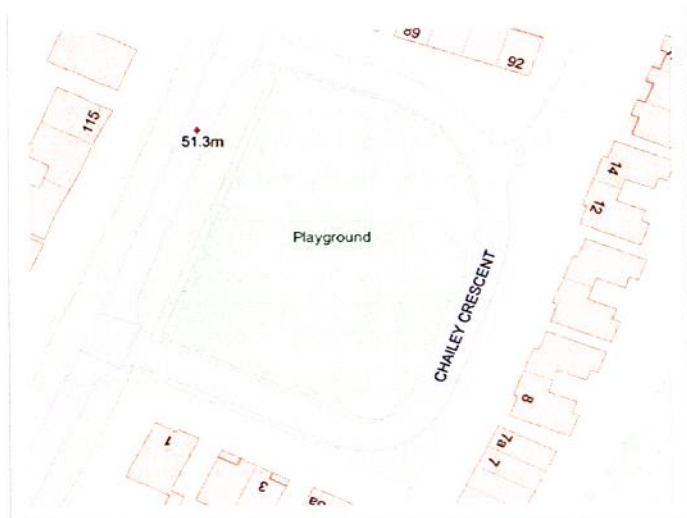


The Copse is a delightful wooded area covered by a Tree Preservation Order. It has a footpath from Bush Close to Telscombe Cliffs Way. The vegetation needs to be cut back from the footpath and boundary edges.

The Copse	Quantity	Frequency	Cost per visit	Cost per Annum
Cut back any overhanging branches, brambles, vegetation & deadwood etc either side of the footpath and either side of each entry/exit	2	April & September		
<b>SUB TOTAL</b>				

Bill of Quantities

Robert Kingan



Robert Kingan Playground is located next to Bannings Vale in East Saltdean. The playground has a range of multi-play equipment catering for children up to the age of 12. The playground is popular and is used all year around.

The playground measures 2500m<sup>2</sup> in area.

Activity – Robert Kingan	Quantity	Frequency	Cost per visit	Cost per Annum
Hedge cut, ensure notice board is visible and accessible at all times	3	April, July and late September		
Cut back any overhanging branches, deadwood, brambles etc from highway	2	April and late September		
<b>SUB TOTAL</b>				
<b>OVERALL CONTRACT TOTAL</b>				

Hedges

The Contractor shall maintain all hedges ensuring that they do not overhang pavements or pathways. Their height and width should ensure that no visual or actual obstructions are caused to motorists or pedestrians. Hedges where necessary should be cut back to ensure that gateways and other accesses are free from obstruction and that their appearance is neat, tidy and weed free.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of contractor

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 On behalf of TTC

## Hedge/Tree Cutting

All work will be in accordance with the guidelines for safe practice indicated by the FISA guides which are applicable.

- FISA 203 - Clearing saw
- FISA 204 - Flails and mulchers in tree work
- FISA 301 – Using petrol driven chainsaws
- FISA 302 – Basic chainsaw felling and manual takedown
- FISA 303 – Chainsaw snedding
- FISA 304 – Chainsaw cross-cutting and manual stacking
- FISA 306 – Chainsaw clearance of windblow
- FISA 307 – Chainsaw felling of large trees
- FISA 310 – Use of winches in directional felling and takedown
- FISA 501 - Tractor units in tree work
- FISA 503 - Extraction by Forwarder
- FISA 802 - Emergency Planning
- FISA 804 - Electricity at Work

These are considered to be the minimum acceptable standard of safe working. Other example health and safety guidelines include but are not limited to:

- Using work equipment safely INDG229
- Control the risks from whole-body vibration INDG242
- Simple guide to the Provision and use of Work Equipment regulations 1998
- Signpost to the Health and Safety regulations INDG 184
- Using tractors safely IND 185

Details of all guides may be obtained from [www.hse.gov.uk](http://www.hse.gov.uk)

It is the Contractor's responsibility to ensure their workforce adheres to all standards, and any other relevant governing bodies' safety guidelines and completed checklists on operators should be provided to the Council on request and the following needs to be adhered to:-

- Correct Personal Protective Equipment (PPE) must be worn at all times during working periods.
- Contractor will adhere to COSHH regulations at all times.
- Site safety rules agreed by both parties in advance of works should be adhered to at all times.
- The Contract Manager/Supervisor will provide constraints maps for all work areas prior to commencement of all works.
- Contractor must provide the Contract Manager with an adequate lone working procedure (if required).
- Contractor will hold current and relevant certification for all machinery used on Telscombe Town Council land.



## **TTC First Aid Policy:**

There two levels of qualifications for first aiders:

- First Aid at Work (FAW).
- Emergency First Aid at Work (EFAW).

The successful bidder and staff will need to be first aid trained from a qualified training company and have a first aid kit on site at all times.

## **Pre-Commencement**

A site meeting must take place between the Contractor and the Telscombe Town Council prior to contract work commencing to identify work to be undertaken.

The risks associated with this operation will be identified by the Contractor and appropriate controls to minimise identified risks will be recorded. The responsibilities of those on site associated with the operation will also be identified and recorded. The Contractor must provide Telscombe Town Council with site safety rules, emergency plan, pollution control plan and method statement prior to commencement of work.

## Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, they will first need to obtain Telscombe Town Council approval.

## **The Contract**

### Liability of the Contractor

The Contractor shall indemnify and keep indemnified the Town Council against injury or death, loss/damage to property, default or negligence.

### Insurance

The Contractor will be responsible for ensuring that full Public Liability & Employers Liability insurance is in place throughout the contract period against any injury or death and loss of or damage to any property arising out of the Contractor's work in association with this contract.

The Contractor is to ensure that the insurance complies with the Employers Liability (Compulsory) Insurance Act 1969 and all other applicable regulations.

### Customer Services

The Contractor will ensure that all work is undertaken in the interest of the general public and their safety. Contractors should ensure that staff remain well-mannered and polite at all times when working in public areas and any complaints from members of the public should be referred to the Town Council.

### Default in Performance

If following an inspection the Contractor has failed to perform any part of the contracted services or has not had due consideration to public care, then the Town Council will provide a written notice setting out and requiring the Contractor to remedy the problems. If the problem is not remedied, then the Town Council will decide whether or not to issue a default notice.

Should a Contractor be given three or more default notices inside six months, the Council will terminate the contract with immediate effect.

### Notices

Each party must give six months written notice for termination of the contract, unless three default notices have been received (as set out above).

### Arbitration

All disputes between the parties shall be referred to an external independent arbitrator. The costs for the arbitrator to be shared equally between both parties.

### Contract

The Council seeks to appoint a Contractor for a period of three years from April 2021 to March 2024, with the option of an additional year, subject to approval from the Council.

The contract is written under English Law and any quotes provided will be taken as a fixed price.

Once the tender has been submitted all prices will be valid for 90 days while the Council undertakes the appointment of a Contractor. It is intended to finalise the contract at the beginning of January 2021 with a view of work commencing on 1<sup>st</sup> April 2021.

### Contractor Requirement

The successful Contractor will provide the following documents annually to the Council:

- Public Liability & Employers Liability Insurance certificates
- Environmental Management Certification if applicable
- Environmental Policy
- Health & Safety Policy
- Risk Assessment
- Safe working statements
- Equipment Inventory

### **How to Complete Quote**

There are two copies of this document. Fill in the cost per visit and cost per annum columns in the tables above. Return one of the copies by 15<sup>th</sup> November 2020 marked Private & Confidential to:

Mrs Stella Newman, Town Clerk  
Telscombe Civic Centre  
360 South Coast Road  
Telscombe Cliffs  
E Sussex  
BN10 7ES

Also attach any other information that you think is relevant to the quote, as well as details of 2 referees.

*Shortlisted tenders will go to Council on 16<sup>th</sup> December 2020 with a view to confirming Contractors at the beginning of January 2021.*

# TELSCOMBE TOWN COUNCIL



Contract No 3

Small Works Grounds Maintenance

*April 2021 to March 2024*



## **Introduction**

The attractiveness of our public realm has a direct influence on the success of our campaigns to promote culture and leisure, improve people's health, reduce crime and anti-social behaviour, tackle climate change, and attract visitors, new residents and inward investment into our Town. It's important, therefore, that green spaces are maintained well and we're able to measure our success in achieving quality open spaces and real customer satisfaction.

Whilst the specification sets clear standards for the maintenance service, we are introducing an inspection system which will provide a mechanism to measure and monitor how well those standards are being achieved. The Town Council may ask users of the park for feedback via consultations or via working groups.

## **General Aims of the Town**

- To provide good quality and well cared for open spaces that all members of our town are able to enjoy.
- To ensure that each individual site is well cared for, left clean and tidy and provides a good image for Telscombe and East Saltdean.
- We want our chosen service providers to provide a high quality of grounds maintenance that is carried out with professionalism and pride. In return, we will award a three-year contract with an option for the work to be extended by a further year.

Bill of Quantities:

Telscombe Civic Centre

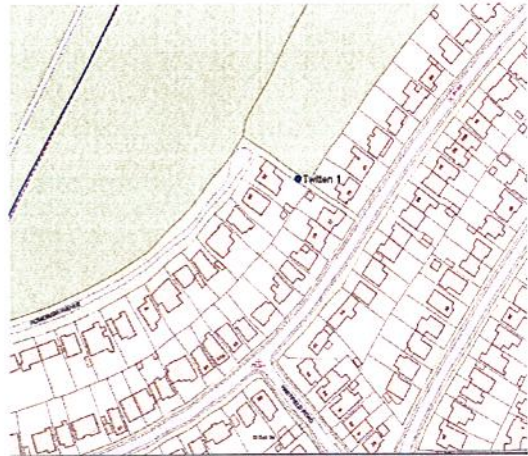
Telscombe Civic Centre is the principle public meeting space for town events and is located on a busy thoroughfare, the A259. It is therefore important that the Civic Centre has a good standard of appearance and Contractors should take into account any additional work needed to achieve and maintain this standard.

<b>Telscombe Civic Centre</b>	<b>Quantity</b>	<b>Frequency</b>	<b>Cost per visit</b>	<b>Cost per Annum</b>
<b>Carry out grass cutting – 1<sup>st</sup> April to 31<sup>st</sup> October</b>	7	1 per month – minimum 14 days in between		
<b>Carry out grass cutting – 1<sup>st</sup> November to 31<sup>st</sup> March – time to be agreed with Town Clerk</b>	2	Dependent on weather		
<b>Cut hedge in car park - time to be agreed with Town Clerk but approximately spring and autumn</b>	2	2 per annum		
<b>Plant boat (Contractor to supply plants etc, subject to prior approval from Council)</b>	2	Spring & autumn		
<b>Weed boat – April to October</b>	4	Every other month		
<b>De-weed &amp; spray car park – time to be agreed with Town Clerk</b>	2	2 per annum		
<b>SUB TOTAL</b>				

Bill of Quantities:

Twitten 1

Twitten 1 falls between Rodmell Avenue and Homebush Avenue in East Saltdean



Twitten 1	Quantity	Frequency	Cost per visit	Cost per Annum
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – minimum 14 days in between		
Carry out grass cutting – 1 <sup>st</sup> November to 31 <sup>st</sup> March time to be agreed with TTC	1	Dependent on weather		
Cut back any over-hanging hedges/branches/deadwood time to be agreed with TTC	2	2 per annum		
Full litter pick of the site – 1 <sup>st</sup> April to 31 <sup>st</sup> October	4	1 every other month		
Full litter pick of the site – November to March*	1	Dependent on weather		
<i>*(with the option of possibly 1 more with prior agreement of TTC)</i>				
<b>SUB TOTAL</b>				

Bill of Quantities

Twitten 2

Twitten 2 runs between Findon Avenue and Northwood Avenue in East Saltdean



Twitten 2	Quantity	Frequency	Cost per visit	Cost per Annum
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – minimum 14 days in between		
Carry out grass cutting – 1 <sup>st</sup> November to 31 <sup>st</sup> March time to be agreed with TTC	1	Dependent on weather		
Cut back any over-hanging hedges/branches/deadwood time to be agreed with TTC	2	2 per annum		
Full litter pick of the site – 1 <sup>st</sup> April to 31 <sup>st</sup> October	4	1 every other month		
Full litter pick of the site – November to March*	1	Dependent on weather		
<i>*(with the option of possibly 1 more with prior agreement of TTC)</i>				
<b>SUB TOTAL</b>				



Bill of Quantities

Twitten 3 & 4

Twittens 3 and 4 are mid-way along Bannings Vale and run between Bannings Vale to Ashurst Avenue.



Twitten 3 & 4	Quantity	Frequency	Cost per visit	Cost per Annum
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – minimum 14 days in between		
Carry out grass cutting – 1 <sup>st</sup> November to 31 <sup>st</sup> March time to be agreed with TTC	1	Dependent on weather		
Cut back any over-hanging hedges/branches/deadwood time to be agreed with TTC	2	2 per annum		
Full litter pick of the site – 1 <sup>st</sup> April to 31 <sup>st</sup> October	4	1 every other month		
Full litter pick of the site – November to March*	1	Dependent on weather		
<i>*(with the option of possibly 1 more with prior agreement of TTC)</i>				
<b>SUB TOTAL</b>				

Bill of Quantities

Twitten 5

Twitten 5 is located between Fairlight Avenue in the west to Telscombe Cliffs Way in the east of Telscombe Cliffs.



Twitten 5	Quantity	Frequency	Cost per visit	Cost per Annum
Carry out grass cutting – 1 <sup>st</sup> April to 31 <sup>st</sup> October	7	1 per month – minimum 14 days in between		
Carry out grass cutting – 1 <sup>st</sup> November to 31 <sup>st</sup> March time to be agreed with TTC	1	Dependent on weather		
Cut back any over-hanging hedges/branches/deadwood time to be agreed with TTC	2	2 per annum		
Full litter pick of the site – 1 <sup>st</sup> April to 31 <sup>st</sup> October	4	1 every other month		
Full litter pick of the site – November to March*	1	Dependent on weather		
<i>*(with the option of possibly 1 more with prior agreement of TTC)</i>				
<b>SUB TOTAL</b>				



## Bill of Quantities - Ashurst Avenue

The eastern side of Ashurst Avenue sits alongside Telscombe Tye. It is a steeply graded bank with three access pathways which provide residents with access to the Tye. The bank is predominantly overgrown with brambles and gorse and provides a buffer between the Tye and the roadway.

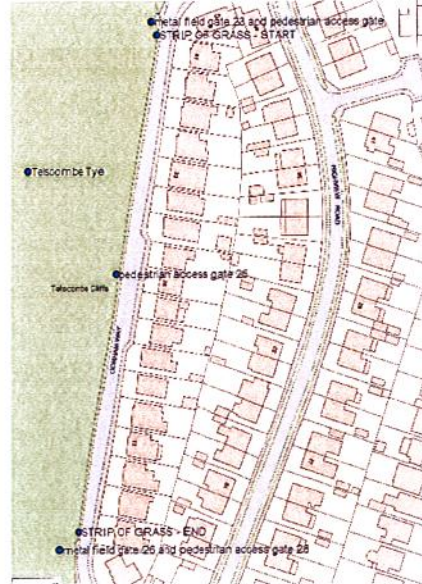


Ashurst Avenue	Quantity	Frequency	Cost per visit	Cost per Annum
1 <sup>st</sup> April to 31 <sup>st</sup> October – Cut back brambles, gorse and other vegetation from the footpaths leading from the roadway to the Tye	4	1 every other month		
<b>SUB TOTAL</b>				

Bill of Quantities

Gorham Way Grass Verge, Telscombe Cliffs

To the west of Gorham Way is Telscombe Tye, a large area of common land enclosed by fencing. Between the fencing and Gorham Way road is a strip of land approximately 0.5m in width that extends the length of the road. This is the grass area in question which needs cutting.



<u>Gorham Way Grass Verge</u>	Quantity	Frequency	Cost per visit	Cost per Annum
Carry out grass cutting – April to October*	4	1 every other month		
Carry out grass cutting – November to March* Time to be agreed by TTC	1	Dependent on weather		
<i>*(with the option of possibly 1 more with prior agreement of TTC)</i>				
<u>SUB TOTAL</u>				
<u>OVERALL CONTRACT TOTAL</u>				

Signed \_\_\_\_\_ Date \_\_\_\_\_  
On behalf of contractor

Signed \_\_\_\_\_ Date \_\_\_\_\_  
On behalf of TTC



## Grass Cutting

### General

The grass cutting season is taken to be from early April until late October. A schedule of works setting out the exact dates is set out in this contract.

The Contractor is to follow and adhere to approved mowing schedules, completing one area before moving onto the next. Any amendments, alterations or additions are to be agreed by the Town Clerk in advance

Areas where mowers cannot cut will be cut by strimmer to obtain a uniform appearance over the whole area.

There is a presumption against the use of herbicides, and these can only be used by agreement with the Council. If chemical means are authorized for use, the following widths shall be the maximum allowable:

- Fence Lines and Wall – 150mm
- Manholes, lampposts, signs and street furniture – 150mm.

Any weed growth, such as nettles from adjoining properties/land that overhangs the grass areas are to be cut back flush to the boundary on each occasion.

### Machinery

The machinery being used is to be of an appropriate standard, type and size for the area being cut. The machinery will be in good working order and have been serviced regularly.

All persons operating machinery will have been properly trained and competent in its use. All persons using machinery will abide by the strict Health and Safety Regulations and policy of the Council.

### Liability

The Contractor is liable for any damage caused by his operatives or equipment and is required to make good any such damage. He will be held responsible for any claims for compensation arising from his actions or omissions.

In the case of trees, hedges or shrubs, any damage that may affect their future viability will be replaced by the Contractor at their own expense, with suitable sized replacement in the first available planting season.

In the case of damage to walls, masonry, cars or windows, the Contractor is to make good any damage using qualified and experienced tradesmen informing the Council of the action undertaken and ensuring continued liaison with all relevant persons.

## **Grass Cutting**

### **General**

The grass cutting season is from 1st April to the end of October. The schedule of works is set out in the bill of quantities. The Contractor is to follow and adhere to approved mowing schedules, completing one area before moving onto the next.

Areas where mowers cannot cut will be cut by strimmer to obtain a uniform appearance over the whole area.

### **Machinery**

The machinery being used is to be of an appropriate standard, type and size for the area being cut. The machinery will be in good working order and had regular services.

All persons operating machinery will have been properly trained, competent in its use and abide by the strict Health and Safety Regulations in force at the time.

### **Liability**

The Contractor is liable for any damage to property, persons or animals caused by their operatives or equipment and is required to make good any such damage. They will be held responsible for any claims for compensation arising from their actions or omissions.

In the case of trees, hedges or shrubs, if any damage affects their future viability they will be replaced by the Contractor at their own expense, with suitable sized replacements planted when it is most likely to take.

In the case of damage to walls, masonry, cars or windows, the contractor is to make good any damage using qualified and experienced tradesmen informing the Council of the action undertaken and ensuring continued liaison with all relevant persons.

### **Height of Grass**

During growing season the maximum height of grass should be 40mm and the minimum should be 20mm. The maximum height identified is the highest permitted length that the grass is allowed to grow to. Any grass beyond this level will be deemed to be a "default in performance".

### **Grass Seeding**

The Contractor will be required to sow grass seed to enable a good quality grass area to be obtained if they have damaged an area. The Contractor will notify the Council of any damage caused.

Sowing will usually be undertaken during spring/autumn and will only be undertaken if ground conditions are suitable. The Contractor will be responsible for all costs.

The Contractor will be responsible for the maintenance of new grass until it is established and incorporated into the contract.

#### All paths

The areas of hard surfaces within the bill of quantities are to be kept weed and moss free at all times. All debris must be removed from site and taken to an authorized disposal site. Herbicides will be supplied and applied by the Contractor in accordance with regulations.

#### Litter

Prior to mowing, the Contractor is to inspect the site and ensure all litter, branches, and other debris is removed to an approved disposal site. Any litter/debris mown over is to be cleared by the Contractor before leaving the site. Failure to do so will be considered a "default" of the contract.

#### Grass cuttings

Any grass cuttings falling onto adjacent hard surfaced areas shall be swept/blown back onto the grassed area at the time of cutting.

#### Edging

Where possible edges will be sharply cut and defined particularly around pathways.

#### Frequency

Any additional cuts will be agreed prior to cutting, and charged for at the same rate inserted in the bill of quantities. Similarly, any reduction in the number of cuts will be deducted at the rate inserted in the bill of quantities.

#### Inclement weather

In very wet conditions with the agreement of the Council, grass cutting must cease until conditions allow operations to continue without damage to the ground surface. Any damage arising from failure to cease operations must be fully reinstated at the Contractor's own expense and the Council's satisfaction.

If inclement weather has prevented the Contractor from mowing, they must resume as soon as the conditions allow and the Contractor will be expected to provide any additional resources needed to catch up any lost time.

#### Litter Clearance

All arisings and litter are to be disposed of to an approved disposal site on the day of collection.

The Contractor shall at all times have due regard to the Environmental Protection Act 1990, Code of Practice on litter and refuse, Control of Waste regulation 1992, Registration of Waste Carriers and Waste duty of care code of practice.

## The Contract

### Liability of the Contractor

The Contractor shall indemnify and keep indemnified the Town Council against injury or death, loss/damage to property, default or negligence.

### Insurance

The Contractor will be responsible for ensuring that full Public Liability & Employers Liability insurance is in place throughout the contract period against any injury or death and loss of or damage to any property arising out of the Contractor's work in association with this contract.

The Contractor is to ensure that the insurance complies with the Employers Liability (Compulsory) Insurance Act 1969 and all other applicable regulations.

### Customer Services

The Contractor will ensure that all work is undertaken in the interest of the general public and their safety. Contractors should ensure that staff remain well-mannered and polite at all times when working in public areas and any complaints from members of the public should be referred to the Town Council.

### Default in Performance

If following an inspection the Contractor has failed to perform any part of the contracted services or has not had due consideration to public care, then the Town Council will provide a written notice setting out and requiring the Contractor to remedy the problems. If the problem is not remedied, then the Town Council will decide whether or not to issue a default notice.

Should a Contractor be given three or more default notices inside six months, the Council will terminate the contract with immediate effect.

### Notices

Each party must give six months written notice for termination of the contract, unless three default notices have been received (as set out above).

### Arbitration

All disputes between the parties shall be referred to an external independent arbitrator. The costs for the arbitrator to be shared equally between both parties.

### Contract

The Council seeks to appoint a Contractor for a period of three years from April 2021 to March 2024, with the option of an additional year, subject to approval from the Council.



The contract is written under English Law and any quotes provided will be taken as a fixed price.

Once the tender has been submitted all prices will be valid for 90 days while the Council undertakes the appointment of a Contractor. It is intended to finalise the contract at the beginning of January 2021 with a view of work commencing on 1<sup>st</sup> April 2021.

### Contractor Requirement

The successful Contractor will provide the following documents annually to the Council:

- Public Liability & Employers Liability Insurance certificates
- Environmental Management Certification if applicable
- Environmental Policy
- Health & Safety Policy
- Risk Assessment
- Safe working statements
- Equipment Inventory

### How to Complete Quote

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BN10 7ES

Also attach any other information that you think is relevant to the quote, as well as details of 2 referees.

*Shortlisted tenders will go to Council on 16<sup>th</sup> December 2020 with a view to confirming Contractors at the beginning of January 2021.*

<b><u>AGENDA ITEM</u></b>	<b>12</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To consider SDNPA donated trees</b>

## **1. INTRODUCTION**

In March this year, it was agreed to plant 5 Elm trees that Cllr Gallagher had obtained from the South Downs National Park Authority (SDNPA). 3 trees were to be planted in Chatsworth Park behind Chatsworth Park South Playground and two would be planted in The Copse. EH Treecare agreed to plant the trees free of charge and collect them on our behalf.

## **2. INFORMATION**

Unfortunately due to Covid-19, there was a delay in receiving the trees as the SDNPA office was closed. Our contact from SDNPA then left the organisation and I have, to date, been unable to contact EH Treecare to see if he has been able to meet with the SDNPA Ranger.

At our last Amenities & Civic Centre Meeting, it was agreed to also progress this project for autumn 2020, which is the optimum planting time with a good survival rate.

## **3. RECOMMENDATION**

I recommend that the Committee agree to cancel the previous scheme due to the difficulty in taking this forward, with the earlier locations assigned for the forthcoming scheme.

## **4. ENVIRONMENTAL IMPACT**

Trees produce oxygen and other health benefits to the local community.

## **5. FINANCIAL IMPLICATIONS**

Not known at this stage.

<b><u>AGENDA ITEM</u></b>	<b>13</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To ratify Forest School sessions in Chatsworth Park</b>

## **1. INTRODUCTION**

Develop Outdoors, who organise a Forest School in Chatsworth Park, made contact with me at the end of June to ask if they could work with some vulnerable individuals on a 1:1 basis or very small groups with no more than 4 people. They proposed one or two dates per week for the month of July.

## **2. INFORMATION**

As the Amenities & Civic Centre meeting was being held at the end of July, I contacted the Chair and Vice Chair of the Committee to ask how they would like to proceed. They responded, confirming that providing Risk Assessments are carried out and the Town Council are provided with a copy of the public liability insurance, they were happy for the sessions to take place. A Risk Assessment specific for Covid-19 is attached and a copy of the public liability insurance has been provided to the Office. Develop Outdoors have been informed that they can go ahead with these sessions in July.

## **3. RECOMMENDATION**

It is recommended to ratify the Forest School sessions.

## **4. ENVIRONMENTAL IMPACT**

Forest Schools provide many health benefits to the attendees and encourage outdoor learning and skills.

## **5. FINANCIAL IMPLICATIONS**

None.

RISK ASSESSMENT FORM



Workplace	Chatsworth Park	Likelihood (L)	X	Severity (S)
Department	Education	Almost Impossible	1	Insignificant (minor injury, no time off)
Risk Assessor	Yolandi Taylor-Banks	Unlikely	2	Minor (injury and up to 7 days off)
Room/Area	Outdoor spaces	Possible	3	Moderate (injury causing more than 7 days off)
Activity/Task	Engagement therapy	Likely	4	Major (death or serious injury)
Date	July 2020	Almost Certain	5	Catastrophic (multiple deaths)
Benefit of activity	<p>Completion of education programme for up to four Key Stage 3/4 students to engage in learning and enable them to be assessed for September alternate provision.</p> <ul style="list-style-type: none"> <li>ensuring good respiratory hygiene by promoting the 'catch it, bin it, kill it' approach</li> <li>each person will be issued equipment at the beginning of the session and it will be cleaned with sanitiser bleach wipes when it is handed back in and packed away</li> <li>When working outdoors you naturally have a meter between you and your peers, and this will be maintained at all times when possible.</li> </ul>	Low = 1-8	Medium = 9-14	High = 15-25

What are the significant, foreseeable, hazards? (the dangers that can cause harm)	Who is at Risk?	Current control measures (What is already in place/done)	Risk Rating			Revised Risk Rating		
			L	S	R	L	S	R
1 Lack of up-to-date information for Staff.	Staff and students	Develop Outdoors risk assessment and Covid 19 Guidance circulated to all staff	1	4	4			
Following a review, what additional control measures can be put in place to reduce the risk further?								



2	Lack of up-to-date information for students and parents/guardians	Staff and students	Letter sent to all parents/guardians before the session DO brief students before session relevant to hygiene .	1	4	4		
3	Students who are identified as shielded or clinically vulnerable coming into contact with Coronavirus	Staff and students	Clinically vulnerable students to continue to access provision from home. Parents reminded to inform DO of any vulnerable students. Each assessed on a case-by case basis	1	4	4		
4	Member of staff displaying symptoms of Coronavirus	Staff and students	Staff to immediately isolate if displaying symptoms and advised to get tested. Area used by staff member to be thoroughly cleaned	2	4	8		
5	Staff who live with someone clinically vulnerable to Coronavirus attending site.	Staff and students	Assessed on a case-by-case basis and government guidance followed	1	4	4		
6	Student displaying symptoms of Coronavirus	Staff and students	Verbal check on students' health on arrival at site. Students presenting or identifying any symptoms sent home. Parents/carers notified immediately. If a student is awaiting collection, they should be moved, if possible, to an area where they can be isolated. If it is not possible to isolate them, move them to an area which is at least 2 metres away from other people. Area used by student thoroughly cleaned. In an emergency call 999.	2	4	8		
7	Social distancing not maintained in session	Staff and students	Class sizes reduced to 4 students maximum. All spaced out.	2	4	8		
8	Lack of hand-washing facilities	Staff and students	All will be provided with sanitiser dispensers. Hand wipes and Paper towels provided.	2	4	8		

9	Staff and students not washing hands frequently	Staff and students	Students to be instructed to wash hands at beginning and end of the day and each lesson. After toilet breaks and break time. Sanitising gel to be provided for staff and students	2	4	8			
10	Cross-contamination from not practicing good respiratory hygiene	Staff and students	Ensuring good respiratory hygiene by promoting the 'catch it, bin it, kill it' approach. Tissues available for students. Staff to wear face masks where appropriate. Students encouraged to wear masks or face coverings.	2	4	8			
11	Cross-contamination from used tissues etc.	Staff and students	Bin Bag	2	4	8			
12	Cross-contamination from sharing equipment	Staff and students	Equipment sharing discouraged as much as possible. Each student will have set of equipment needed for session	2	4	8			
13	Cross-contamination from sharing personal possessions (water bottles etc)	Staff and students	Sharing of personal possessions not permitted. <ul style="list-style-type: none"> <li>• Reduce the use of shared resources by : issuing students with necessary tools and equipment for their own use during lessons.</li> <li>• Limit exchange of take-home resources between children, young people and staff.</li> <li>• Resources cleaned before and after lessons.</li> </ul>	2	4	8			
14	Cross-contamination from contact with frequently touched surfaces (door handles, equipment, etc)	Staff and students	Frequently touched surfaces will be cleaned minimum twice a day	2	4	8			

15	Visitors to the site	Staff and students	No visitors allowed, however members of public passing will be encouraged to keep to social distancing	1	4	4		
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**Signature and review**

<b>Name of Manager:</b>	Yolandi Taylor-Banks	<b>Signature of Manager:</b>	Y Taylor-Banks	<b>Date:</b>	2/07/20
<b>1<sup>st</sup> review undertaken on:</b>	Stacey Lambert	<b>Signature of Manager:</b>	S Lambert	<b>Date:</b>	
<b>2<sup>nd</sup> review undertaken on:</b>		<b>Signature of Manager:</b>		<b>Date:</b>	
<b>3<sup>rd</sup> review undertaken on:</b>		<b>Signature of Manager:</b>		<b>Date:</b>	

*This form is based on East Sussex County Council's exemplar template (2019)*

<b><u>AGENDA ITEM</u></b>	<b>14</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Stella Newman, Town Clerk</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To agree Chatsworth Park Consultation Document</b>

## **1. INTRODUCTION**

At the last meeting it was agreed that the Chatsworth Park Working Group draw up a Resident's Consultation Document.

## **2. INFORMATION**

The reason for the consultation is to establish resident's views and ultimately draw up a Management Plan for Chatsworth Park.

The Working Group have drawn up a draft document and it is attached for your consideration.

## **3. RECOMMENDATION**

It is recommended that the document be approved and then either hand delivered or posted out with an envelope for reply that is not stamped.

## **4. ENVIRONMENTAL IMPACT**

Increasing cycle ways will benefit residents' health and wellness. Green spaces in urban areas provide direct access to the physical and mental benefits of nature.

## **5. FINANCIAL IMPLICATIONS**

n/a



# TELSCOMBE TOWN COUNCIL

TOWN CLERK & RFO: MRS STELLA NEWMAN, PSLCC

TELEPHONE: (01273) 589777



TELSCOMBE CIVIC CENTRE  
360 SOUTH COAST ROAD  
TELSCOMBE CLIFFS  
EAST SUSSEX  
BN10 7ES

Dear Resident

We are writing to you regarding a consultation the Council is undertaking for Chatsworth Park.

Some residents surrounding the park have had damage to their fences caused by vegetation in the park, but others see the overgrown areas as a welcome discouragement to unlawful attempts to access their property, as well as a vital habitat to local wildlife. The Council therefore want to formulate an acceptable approach that the majority of residents agree to. It may not, however, be the same policy around the entire perimeter of the park.

To this end, we are asking for your input on three areas and your participation would be much appreciated. When you have added your feedback please post or hand deliver your response to the Civic Centre in the enclosed envelope.

## Please read the questions and respond below:

1. Telscombe Town Council are forming a policy regarding the boundary between Chatsworth Park and neighbouring properties. Would you be in favour of a strip of undergrowth between the park and neighbouring properties being cut back creating space between the vegetation and properties?

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2. Would you be in favour of maintaining the undergrowth to the edge of neighbouring properties to benefit wildlife?

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3. If your home borders the park please provide an estimate in metres of the distance from your fence boundary with the park and your home.

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# TELSCOMBE TOWN COUNCIL

TOWN CLERK & RFO: MRS STELLA NEWMAN, PSLCC

TELEPHONE: (01273) 589777



TELSCOMBE CIVIC CENTRE  
360 SOUTH COAST ROAD  
TELSCOMBE CLIFFS  
EAST SUSSEX  
BN10 7ES

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4. If the Council proposes maintenance on your boundary with the park, would you be happy to be contacted about this in advance? Would you like to be part of that decision-making process?

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5. This is a very localised question and your response will help inform the policy on boundaries. It may be that the policy is for different boundary guidelines in different parts of the park. With this in mind please provide your address to help us understand how certain residents in certain areas responded. All information is given in confidence and will not be published or shared.

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6. The Council are considering building brick barbeque stations within the park for public use. Would you support this and do you have any comments about it?

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7. The Council are considering supporting cycling by developing a route east to west across the park as part of a cycling commuter route. Would you support this, and do you have any comments about it?

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# TELSCOMBE TOWN COUNCIL

TOWN CLERK & RFO: MRS STELLA NEWMAN, PSLCC

TELEPHONE: (01273) 589777



TELSCOMBE CIVIC CENTRE  
360 SOUTH COAST ROAD  
TELSCOMBE CLIFFS  
EAST SUSSEX  
BN10 7ES

The Council have formed the Chatsworth Park working group which is made up of Councillors and residents. This group discuss the operation and upkeep of Chatsworth Park and the Copse and their input is fed back to the Amenities and Civic Centre Committee to action. If you are interested in joining the group please contact the Council's Amenities Officer at [amenities@telscombetowncouncil.org.uk](mailto:amenities@telscombetowncouncil.org.uk) or call the Civic Centre on 01273 589777.

Closing date:- Friday 28<sup>th</sup> August 2020

## How the information you provide will be used

General Data Protection Regulations - Any personal information such as name, postal address, telephone number, and email address given via this website/form will only be used to provide a requested service, kept for as long as necessary to provide that service and will not be disclosed to any other third party without your prior permission or unless we are required to do so by law.



<b><u>AGENDA ITEM</u></b>	<b>15</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To consider quotations for the removal of a timber piece of equipment at Robert Kingan Playground</b>

## 1. INTRODUCTION

At the last Amenities & Civic Centre meeting, it was agreed to obtain quotations for the removal of the central timber piece of equipment located in Robert Kingan Playground, as there were several moderate risks highlighted on the most recent playground inspection report.



## 2. INFORMATION

I contacted five playground equipment companies and three local contractors, to provide quotations for the removal of the equipment and grass seed to be sown in its place. I received prices from only two, as follows:-

**Goodwin & Sons:** £2495 + VAT for removal of the structure, making the edge of the tarmac good and fill with top soil and seed (quotation attached).

**Sovereign Play:** £9,370.30 plus VAT for removal and replacement with top soil or £13,003.66 for removal and replacement with wetpour (quotation attached).

## 3. RECOMMENDATION

That the quotation from Goodwin & Sons for £2495 + VAT be accepted.

## 4. ENVIRONMENTAL IMPACT

Using a local contractor will reduce transportation costs.

## 5. FINANCIAL IMPLICATIONS

We have £4,900 remaining in the general grounds maintenance budget and an earmarked reserve of £20,000.



**Stella Newman**

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**Subject:** FW: Robert kingdom

From: Graham Goodwin <groundcare@hotmail.co.uk>  
Sent: 12 July 2020 20:07  
To: Bianca Buss <amenities@telscombetowncouncil.org.uk>  
Subject: Robert kingdom

Robert kingdom

Hi Bianca it was good to see you on Friday at Robert Kingdom. Please find our price for the removal of the platforms adjoining the basketball court.

To remove all of the existing structure including landscaping timbers, rubber infill and sub-base, make good edge of tarmac by cutting a clean edge to existing profile on basketball court, fill with topsoil and seed for a total fee of £2495 +VAT - To include all labour materials and waste away

Kind regards Graham

Sent from my iPhone

# Introduction



Our Ref: S3/37551

15th June 2020

Telscombe Town Council  
Telscombe Civic Ctre 360 Sth Coast Rd  
Telscombe Cliffs  
Newhaven  
East Sussex  
BN10 7ES

Dear Ms Bianca Buss,

Thank you very much for the opportunity to develop your outdoor environment.

I sincerely hope our quotation is of interest to you. Should you need us to make any alterations to the content of the design, we are very flexible and always willing to help.

Your quotation has been fully itemised to make the selection process as easy as possible and includes everything you need for your project. You can be reassured that we won't surprise you with any nasty hidden costs.

All of our equipment and surfacing is designed, manufactured and installed to current British Standards 1176 and 1177. We are approved members of CHAS and Construction Line, and our timber is FSC certified. We have many further accreditations which are detailed within this pack along with examples of our work and extensive warranties.

Once again I would like to thank you for this opportunity to present my proposals and genuinely hope that they will be of interest to you.

Should you have any queries or questions at any time please feel free to contact me directly, my mobile and email can be found below.

I look forward to hearing from you.

Assuring you of our best attention,

On behalf of Sovereign

A handwritten signature in black ink, appearing to read 'RP', located below the text 'On behalf of Sovereign'.

**Richard Pennington**



Area Sales Manager

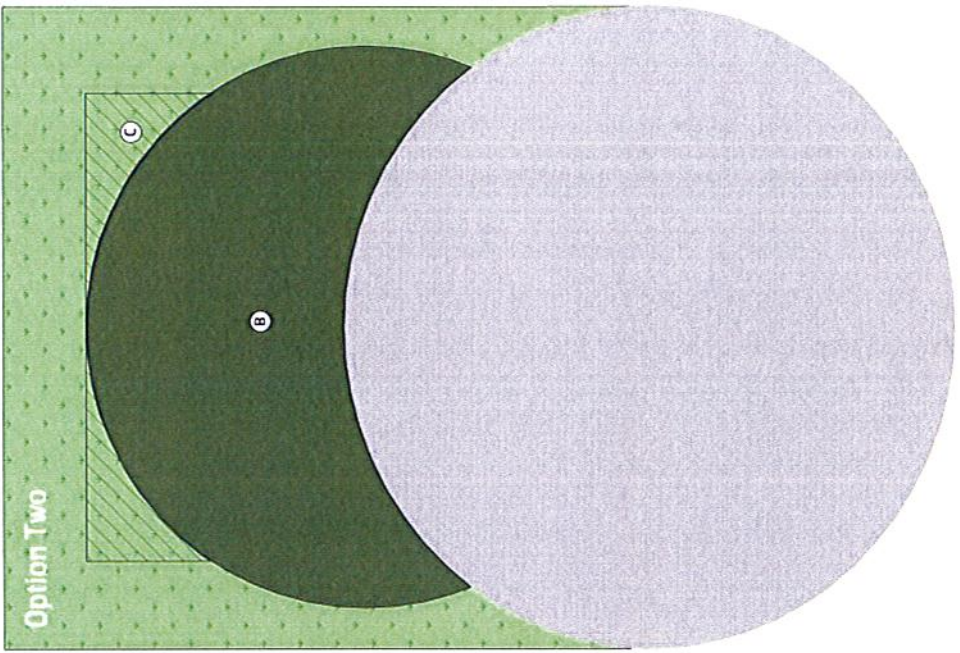
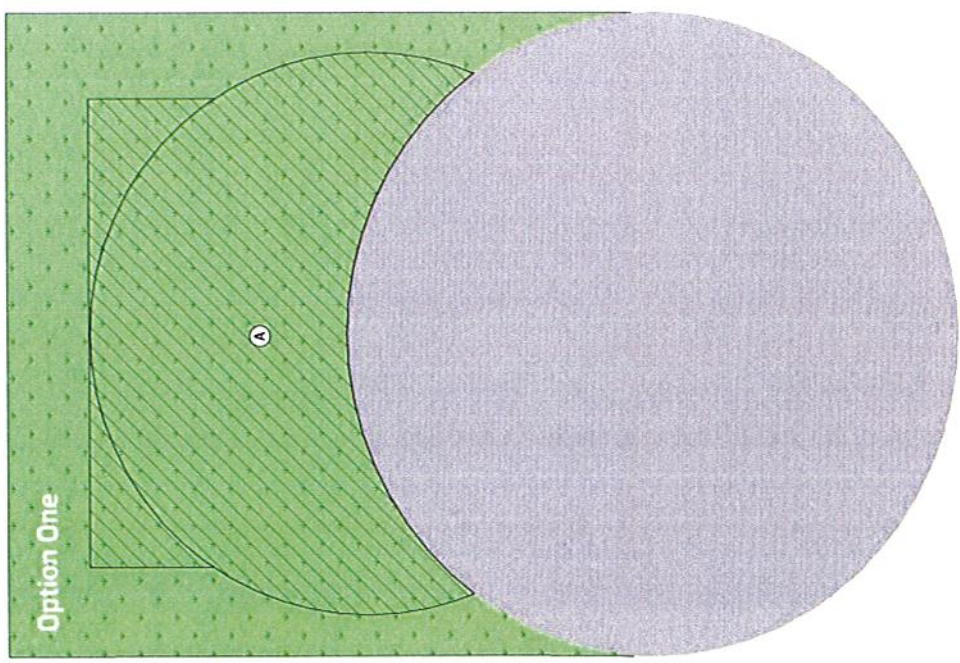
**Mob:** 07554 455967

**Email:** richard@sovereignplay.com



Images are for illustration purposes only, as final product may vary

	Grass
	Tarmac



- Option One**
- (A) 58sqm Turf & Top Soil
  - (B) 51sqm Grass Green Rubber Mulch Raised @ 40mm (Inc Chase & 150mm Groundworks Where Required)
  - (C) 7sqm Turf & Top Soil

Head Office  
Sovereign Design Play  
Systems Limited  
40 Towerfield Road  
Sheffield S10 2JN  
Southampton, DN - SPO  
Essex, SS3 9DT  
T: 01702 291129  
F: 01702 290092  
E: info@sovereignplay.com

SCALE (AT A3): 1:100 DRAWN BY: M.G  
CHECKED BY: G.C AREA MANAGER: RJP  
DATE: 15.06.20 REF No: 37551

NOTES:



**SOVEREIGN**  
European manufacturer of play equipment



**Telscombe Town Council**

Images shown are for representational purposes, products may vary. T: 01702 291129 - www.sovereignplayequipment.co.uk



# » Area One: Option One Quotation



Qty	Ref	Surfacing	Price
1	A	58sqm Turf & Top Soil Installation	£1,065.20

Qty	Ref	Removals	Price
1	R1	Removal & Disposal Of 239 Posts & 25sqm Wetpour Removal	£6,729.00
1	R2	Pre Installation Survey To Assess Clients Own Removals Other items/services	£149.00
<b>Sub Total</b>			<b>£6,878.00</b>

Qty	Ref	Welfare & Security	Price
1	w1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£365.10
1	w2	Provide security container for overnight storage for the duration of the contract Other items/services	£654.00
1	w3	Water Bowser required on site for the duration of the contract Other items/services	£408.00
<b>Sub Total</b>			<b>£1,427.10</b>

**Total - Project Total: £9,370.30**

**Sovereign Spread Payment plan: £3,702.97**

Qty	Ref	You May Also Require (Prices below are NOT included within total)	Price
1	r2	Independent Post Installation Inspection (recommended additional option) Removed inc. foundations if required	£474.00

Sovereign Spread Payment Plan: First payment required after delivery/installation, with two following payments after 12 and 24 months. Subject to Status. Terms and conditions apply.

Subject to full technical site survey.

Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E and OE, subject to our Terms and Conditions.





# » Area One: Option Two Quotation



Qty	Ref	Surfacing	Price
1	B	51sqm Grass Green Rubber Mulch Raised @ 40mm (Inc Chase & 150mm Groundworks Where Required) Installation	£4,299.29
1	C	7sqm Turf & Top Soil Installation	£399.27
<b>Sub Total</b>			<b>£4,698.56</b>

Qty	Ref	Removals	Price
1	R1	Removal & Disposal Of 239 Posts & 25sqm Wetpour Removal	£6,729.00
1	R2	Pre Installation Survey To Assess Clients Own Removals Removal	£149.00
<b>Sub Total</b>			<b>£6,878.00</b>

Qty	Ref	Welfare & Security	Price
1	w1	Provide heras type fencing (as recommended by the Health & Safety Executive) and signage for the duration of the contract Other items/services	£365.10
1	w2	Provide security container for overnight storage for the duration of the contract Other items/services	£654.00
1	w3	Water Bowser required on site for the duration of the contract Other items/services	£408.00
<b>Sub Total</b>			<b>£1,427.10</b>

**Total - Project Total: £13,003.66**

**Sovereign Spread Payment plan: £5,087.11**

Qty	Ref	You May Also Require (Prices below are NOT included within total)	Price
1	r2	Independent Post Installation Inspection (recommended additional option) Other items/services	£474.00

Sovereign Spread Payment Plan: First payment required after delivery/installation, with two following payments after 12 and 24 months. Subject to Status. Terms and conditions apply.

Subject to full technical site survey.

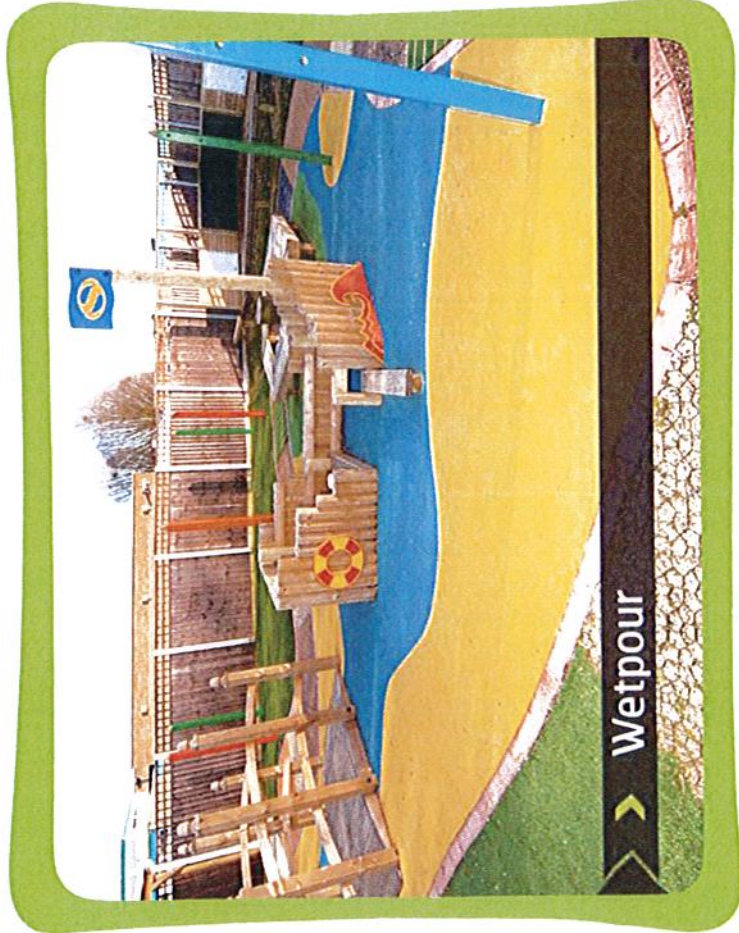
Surfacing with groundworks will create a flat playing surface while following the existing ground profile.

Surfacing without groundworks will follow the existing contours of the ground.

All prices are valid for 30 days, include delivery, exclude VAT and may be subject to a technical pre-installation site survey. E and OE, subject to our Terms and Conditions.



# Area One Option Two



## Telcombe Town Council

Images shown are for representational purposes, products may vary. T. 01702 291129 - [www.sovereignplayequipment.co.uk](http://www.sovereignplayequipment.co.uk)





# » Additional Information



## Pre Installation Surveys

If you are having old equipment / surfacing removed from the area of installation or groundwork's undertaken by any party other than Sovereign, we would recommend a pre-installation survey to confirm the area has been prepared correctly prior to our works commencing. The cost for the pre-installation survey is £149.00 plus VAT.

Should you not opt for a pre-installation survey, and works are not completed as required this may lead to either a suspension of the installation and an abortive visit charge, or alternatively we may be able to complete the preparation and charge accordingly.

## Underground Services

All due care will be taken to locate underground services prior to excavation, however no responsibility can be accepted if any unknown or incorrectly sited services are damaged. Where possible, we ask you provide us with drawings or plans for services.

## Supply Only / Installation by a Third Party

Sovereign cannot accept duty of care for equipment sold as supply only and installed by a third party.

## Planning Permission / Building Regulations

It is your responsibility to obtain any necessary approval and we strongly recommend you obtain appropriate advice from your local authority before proceeding, as requirements can vary.

Design changes due to planning permission and building regulations requirements may incur additional costs. You will be responsible to pay any fees relating to planning applications, building regulation applications, local authority and survey fees.



<b><u>AGENDA ITEM</u></b>	<b>16</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To consider draft litter picking Risk Assessment</b>

## **1. INTRODUCTION**

Several Councillors arranged a litter pick in Chatsworth Park recently with some local volunteers. The group were provided with high-vis jackets, litter pickers, gloves and bin bags to carry out the work. It is hoped that other picks will be arranged later on in the year, as well as the 'Great British Spring Clean' campaign the Town Council will be participating in during September.

## **2. INFORMATION**

As the litter picks involve volunteer members of the public, we need to carry out a Risk Assessment and I have drawn up a draft which is attached.

The Town Clerk checked the cover with our insurance company who confirmed that volunteers are covered under Public Liability and Personal Accident. Public Liability covers the Council and volunteers against claims made by a member of the public. Personal Accident covers any council member, clerk, employee or volunteer against accidental bodily injury. The insurance company will need us to provide them with a maximum number of volunteers and the work they will be undertaking for each individual litter pick.

## **3. RECOMMENDATION**

It is recommended to agree to the draft Risk Assessment, before being taken to Full Council for adoption.

## **4. ENVIRONMENTAL IMPACT**

Organised litter picks will reduce the amount of rubbish that can injure those who use the park, the local wildlife and help keep our local green amenity in good condition.

## **5. FINANCIAL IMPLICATIONS**

None.



## TELSCOMBE TOWN COUNCIL VOLUNTEER LITTER PICKING RISK ASSESSMENT

This form should be completed by the lead volunteer before the start of any litter pick. Litter picks are generally very safe and it is unlikely that you will encounter any serious hazards or incidents. Individuals can be sent a copy of the risk assessment on request.

Name	Date	Phone	Location of Clean Up

**Before starting a litter pick, ensure all volunteers:**

- Have the correct Personal Protective Equipment (PPE) – e.g. suitable gloves, hi-visibility vest, sensible footwear, weather appropriate clothing, etc.
- Have the correct equipment – e.g. Litter pickers, plastic bags, dog waste bags, brush, shovel, etc., and know how to use the equipment.
- Consider all the risks and hazards in the work area, e.g. hazardous waste, broken glass, dog waste, uneven ground, hidden banks, etc.
- Know the work area and how to; report incidents or hazardous or unidentified waste, where to get first aid, meet on completion, deposit bags of waste and mark bags containing sharp material e.g. broken glass.

**On Completion of the Litter Pick Ensure:**

- Everyone washes their hands thoroughly as soon as possible after the litter pick and before taking any food or drink.
- Any wounds are redressed after cleaning and disinfecting if there has been any contact with water.
- Volunteers carry out a personal inspection for cuts, grazes, etc.
- That the area covered is inspected to see if there is any hazardous material still present. If so record for reporting to the Council.
- All volunteers have reported back and all equipment is collected back in.
- All rubbish for collection has been left in the arranged pick up site.

Use the table below to score the risks in the Risk Assessment Table.

Likelihood (a)	Severity (b)	Magnitude = a x b
Certain	5	6
Probable	4	5
Even Chance	3	4
Possible	2	3
Unlikely	1	2

2 x 3 = 6 i.e. LOW RISK

High Risk = 21 to 30

Medium Risk = 11 to 20

Low Risk – 2 to 10

### RISK ASSESSMENT

HAZARD	RISK TO VOLUNTEER	ACTION REQUIRED	NOTES	Score	Risk
Road Traffic	Collision with moving traffic, visibility	<ul style="list-style-type: none"> <li>At all times be mindful of your environment and the traffic conditions, pedestrian and vehicular, in which you are working.</li> <li>Work facing traffic.</li> <li>Avoid close proximity to traffic if possible.</li> <li>Stay off the carriageway. Do not approach within 0.5m of the roadside if the speed limit is 40mph or over on a single carriageway.</li> <li>Be aware of the vehicles around you during the litter pick.</li> <li>High Vis jackets to be worn in areas with high traffic density and in poor lighting conditions.</li> </ul>	High Vis vests to be supplied by Town Council		

HAZARD	RISK TO VOLUNTEER	ACTION REQUIRED	NOTES	Score	Risk
Lone working	Injury or Accident	<ul style="list-style-type: none"> <li>All volunteers to carry a mobile phone for emergencies and check for mobile coverage before starting any works.</li> </ul>			
Meeting People not known	Verbal or Physical abuse	<ul style="list-style-type: none"> <li>Avoid confrontation and leave area.</li> <li>Do not work out of sight of others in the group.</li> <li>Keep together and stay off private property</li> </ul>	Call Police on 101 (non-emergency) or 999 (emergency) if necessary.		
Animals – Domestic, wild and farm	Ticks and bites/scratches from animals	<ul style="list-style-type: none"> <li>Wear appropriate clothing.</li> <li>Beware of loose dogs.</li> <li>Avoid contact with animals.</li> </ul>	Seek medical attention as soon as possible after being bitten or scratched.		
Insects, wasps and bees	Stings	<ul style="list-style-type: none"> <li>Volunteers must inform Town Council if allergic to specific insects.</li> <li>If stung, First Aid should be administered.</li> </ul>	Injured person to go to minor injuries unit for or call 999 in an emergency.		
Skin irritation	Plants / Grass & Soil	<ul style="list-style-type: none"> <li>Beware of dangerous plants and possible adverse reactions.</li> <li>Gloves should be worn if touching plants to limit cuts, stings and abrasions.</li> <li>Plants and wild fruits should not be ingested.</li> <li>Volunteers must inform Town Council if allergic to specific plants.</li> <li>Animal faeces should be left and not touched or moved.</li> <li>If matter comes into contact with eyes, clean thoroughly.</li> <li>Wash thoroughly on completion of such operations</li> </ul>	Injured person to contact 111 or doctor for non-emergency concerns or 999 in an emergency.		

HAZARD	RISK TO VOLUNTEER	ACTION REQUIRED	NOTES	Score	Risk
Trees, shrubs	Trips, cuts and eye injuries	<ul style="list-style-type: none"> <li>• Be alert to the risks and keep a look out for hazards.</li> <li>• Be aware of low hanging branches and exposed tree and shrub roots.</li> </ul>	Obtain medical attention in the event of injury		
Litter	General, syringes and contamination	<ul style="list-style-type: none"> <li>• Volunteers to inform Town Council of any litter so it can be disposed of correctly.</li> </ul>	Seek medical attention where appropriate		
Broken glass, sharp/rusty edges	Cuts and infections	<ul style="list-style-type: none"> <li>• Suitable gloves to be worn at all times.</li> <li>• Use litter grabbers to pick up sharp litter.</li> <li>• Broken glass or other sharp objects should be swept onto a shovel or picked up with a scoop or litter picker.</li> </ul>	Seek medical attention where appropriate.  Thoroughly wash any cuts or abrasions as soon as possible, however minor		
Heavy/awkward to handle rubbish	Pulled muscles and strains	<ul style="list-style-type: none"> <li>• Assess the weight of any load before handling. Extreme care to be taken, use good lifting practices and share the load with an appropriate number of people.</li> <li>• If too heavy to handle leave the object in place and report it to the organiser to arrange removal by the council.</li> <li>• Do not leave sacks of litter or sweepings where they will be a danger.</li> </ul>	Stop immediately if suffering any pain or discomfort.  Seek medical attention if the ill effects persist		
Batteries, asbestos and miscellaneous chemicals	Potentially dangerous depending on condition	<ul style="list-style-type: none"> <li>• Do not approach or remove any potentially hazardous waste.</li> <li>• Report to the council for disposal</li> </ul>	Seek medical attention if exposed to pesticides, insecticides or other chemicals – record any label details		



HAZARD	RISK TO VOLUNTEER	ACTION REQUIRED	NOTES	Score	Risk
Weather	<p>Exposure to adverse weather</p> <p>Dehydration</p> <p>Slipping on wet ground</p> <p>Fallen Leaves</p>	<ul style="list-style-type: none"> <li>• Cease work or cancel litter pick in inappropriate or extreme conditions.</li> <li>• Wear appropriate clothing for the conditions, e.g. Suntan lotion, hats, waterproofs, etc.</li> <li>• Carry water</li> <li>• Wear appropriate shoes or trainers with good grip Monitor conditions and stop if risk increases.</li> <li>• Take care and walk slowly.</li> </ul>	Contact minor injuries unit for sprains, etc. or 999 in an emergency.		
Uneven terrain	Slipping and tripping	<ul style="list-style-type: none"> <li>• Avoid picking on or close to the edge of cliffs, steep slopes, etc., and below unstable cliffs and slopes.</li> <li>• Wear appropriate shoes or trainers with good grip.</li> <li>• Assess conditions before making a judgement of accessibility.</li> <li>• Do not enter a verge via kerbstones.</li> </ul>	Contact minor injuries unit for sprains, etc. or 999 in an emergency.		
Electric fences	Electrocution	<ul style="list-style-type: none"> <li>• Always assume electric fences are live.</li> <li>• Warn volunteers not to touch electric fences</li> </ul>	Seek medical attention where appropriate		

HAZARD	RISK TO VOLUNTEER	ACTION REQUIRED	NOTES	Score	Risk
Hedges, fences, walls, ditches		<ul style="list-style-type: none"> <li>• Take care when climbing stiles particularly in wet weather.</li> <li>• Avoid climbing walls, ditches and fences.</li> <li>• Stay within the nominated location</li> </ul>			
Tools, equipment		<ul style="list-style-type: none"> <li>• Team to be shown how to use equipment if appropriate.</li> <li>• Allow sufficient working area for the correct and safe use of the tool.</li> <li>• Use appropriate protection.</li> <li>• First aid training.</li> <li>• Have first aid kit available.</li> <li>• Volunteers must use the equipment provided and as instructed</li> </ul>	Obtain medical attention in the event of injury		

<b><u>AGENDA ITEM</u></b>	<b>17</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Stella Newman, Town Clerk</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>To consider replacement fridge freezer</b>

## **1. INTRODUCTION**

A few weeks ago, the large fridge/freezer in the downstairs kitchen broke. After a weekend, it was noticed on the Monday that the inside compartments were very hot and it was making a strange clicking sound.

## **2. INFORMATION**

The unit was purchased approximately 10 years ago. It may be possible to repair it, but in view of its age it may be more appropriate to replace it.

The current unit is 90cm wide and has a large fridge compartment at the top and 2 small compartments at the bottom, one being a freezer and one which can be switched to operate as either a fridge or a freezer.

Attached is a list of various models currently available which details their size and price.

## **3. RECOMMENDATION**



It is recommended that consideration be given to replacement of the unit. There are several options on the list, but it is recommended that a large as possible unit be purchased. When functions are held, a large capacity is needed. As the list is only indicative of models and certain ones may not be available when it comes to purchase one, it is recommended to set a monetary limit of say £600.

## **4. ENVIRONMENTAL IMPACT**


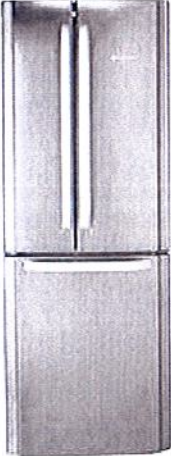

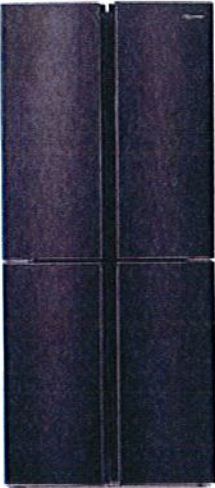
We will have to arrange for collection of the old unit by a reputable company or LewesDC so that it is disposed of in the appropriate manner. LDC charge £40 for a fridge freezer.

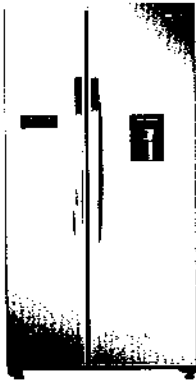
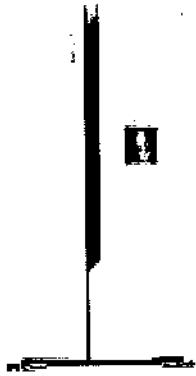
## **5. FINANCIAL IMPLICATIONS**

We have a budget of £1,500 for equipment and an earmarked reserve of £19,550 for Civic Centre maintenance which could be used to purchase a replacement.

	<p><b>Beko 60cm Fridge Freezer - White - A+ Energy Rated</b>  Product Code: CCFH1685W  £349.99  QDA</p>	<p>Height 185 cm  Width <b>60 cm</b>  Depth 63.8 cm  Net Refrigerator Capacity 230 L  Net Freezer Capacity 97 L</p>
	<p><b>Samsung 60cm Frost Free Fridge Freezer - Silver</b>  Product Code: RB29FJSJNDSA1  £429  QDA</p>	<p>Height 178 cm  Width <b>59.5 cm</b>  Depth 73.1 cm  Net Refrigerator Capacity 188 L  Net Freezer Capacity 98 L  Warranty 5 Years</p>
	<p><b>Bosch Frost Free Fridge Freezer - White - A++ Energy Rated</b>  Product Code: KGN39VWEAG  Our price £649.00  QDA</p>	<p>Height 203 cm  Width <b>60 cm</b>  Depth 66 cm  Net Refrigerator Capacity 279 L  Net Freezer Capacity 87 L  Warranty 5 Year</p>
	<p><b>BOSCH Serie 4 KGN39VWEAG 70/30 Fridge Freezer - White</b>  £649.99  Currys</p>	<p>Dimensions 2030 x <b>600</b> x 660 mm (H x W x D)  - Fridge: 279 litres  - Freezer: 87 litres  Temperature warning Audible &amp; visual  Manufacturer's guarantee 2 years</p>
	<p><b>HOTPOINT Day1 H5T 811I MX H 70/30 Fridge Freezer - Graphite</b>  £449.99  Currys</p>	<p>Dimensions 1890 x <b>601</b> x 728 mm (H x W x D)  - Fridge: 234 litres  - Freezer: 104 litres  Temperature warning Audible  Open door warning Audible  Manufacturer's guarantee 2 years</p>



	<p><b>KENWOOD KNF70X19</b>  <b>70/30 Fridge Freezer – Silver</b>  <b>£509.99</b>  <b>Currys</b></p>	<p>Dimensions 1880 x <b>700</b> x 695 mm (H x W x D)  - Fridge: 316 litres  - Freezer: 100 litres  <b>Manufacturer's guarantee 2 years</b>  <b>Temperature warning Audible</b></p>
	<p><b>Hotpoint FFU3DX</b>  <b>Fridge Freezer - Stainless Steel</b>  <b>£549.99</b>  <b>Argos</b></p>	<p>Size (cm) Size H195.5, <b>W70.0</b>, D78.0cm  Fridge capacity (L) 302  Freezer capacity (L) 148  <b>Manufacturer's guarantee 10 year parts and 1 year labour</b></p>
	<p><b>Bush MSBSNFB</b>  <b>American Fridge Freezer – Black</b>  <b>£429.99</b>  <b>Argos</b></p>	<p>Size H178.8, <b>W89.5</b>, D74.5cm  Freezer capacity (L) 175  Fridge capacity (L) 335  <b>Manufacturer's guarantee 1 year</b>  <b>High temperature warning Yes</b></p>
	<p><b>Frigdemaster MQ79394FFB</b>  <b>American Fridge Freezer – Black</b>  <b>£549.99</b>  <b>Argos</b></p>	<p>Size (cm) Size H181.7, <b>W79.4</b>, D64.3cm  Fridge capacity (L) 265  Freezer capacity (L) 129  <b>Manufacturer's guarantee 1 year</b>  <b>High temperature warning Yes</b></p>

	<p><b>KENWOOD KSBSDX19</b>  <b>American-Style Fridge</b>  <b>Freezer – Inox</b>  <b>£599.99</b>  <b>Currys</b></p>	<p>178 x <b>90.8</b> x 74.5 cm (H x W x D)  Fridge: 370 litres / Freezer: 192 litres  No need to defrost with frost free technology</p>
	<p><b>Fridgemaster</b>  <b>MS91515DFF</b>  <b>American Fridge</b>  <b>Freezer -</b>  <b>Silver836/4061</b>    <b>£499.99 Argos</b></p>	<p>Size H<b>179.0</b>, <b>W91.0</b>,  D<b>64.0</b>cm  1 year manufacturer's warranty  Fridge capacity 337 litres  Freezer capacity 177 litres</p>

<b><u>AGENDA ITEM</u></b>	<b>18</b>
<b><u>COMMITTEE</u></b>	<b>Amenities &amp; Civic Centre</b>
<b><u>REPORT FROM</u></b>	<b>Bianca Buss, Amenities Officer</b>
<b><u>MEETING DATE</u></b>	<b>27<sup>th</sup> July 2020</b>
<b><u>SUBJECT</u></b>	<b>Future Events</b>

## **1. INTRODUCTION**

At the last Amenities & Civic Centre meeting it was agreed that all events up to July be cancelled and that events held from September onwards are placed on hold until further information on Covid-19 is known.

## **2. INFORMATION**

The Events working group are due to meet on the afternoon of 27<sup>th</sup> July to discuss the events that are due to be held from September onwards:

- 3<sup>rd</sup> September 2020 Merchant Navy Day flag raising
- 20<sup>th</sup> September 2020 Dog Show
- 24<sup>th</sup> September 2020 Macmillan Coffee morning
- 31<sup>st</sup> October 2020 Kids Halloween Party
- 14<sup>th</sup> November 2020 Race Night
- 5<sup>th</sup> December 2020 Kids Christmas Party

## **3. RECOMMENDATION**

That the discussions held at the meeting are noted by the Committee and consideration be made for any of the suggestions put forward.

## **4. ENVIRONMENTAL IMPACT**

Minimal. Events held at the Civic Centre would result in a nominal fee for energy consumption.

## **5. FINANCIAL IMPLICATIONS**

We have an entertainment budget in 2020-21 of £2,000.