

Windlesham Parish Council

1. ARRANGEMENTS FOR DISCHARGE OF FUNCTIONS BY THE COUNCIL TO COMMITTEES

Subject to the appointment of the Bagshot Committee, Lightwater Committee, Windlesham Committee, Planning Committee, Communications Committee and Personnel/Staffing Committee as the Council's Standing Committees at the Annual Full Meeting of the Council, the following Terms of Reference and Delegated Functions are discharged to those Committees with the exception of the statutory and reserved duties listed below:

- a. *Power to issue the Annual Precept;*
- b. *The determination of borrowing limits;*
- c. *Duty to consider an Auditor's Report;*
- d. *Appointment of Committees and Members to serve on those Committees;*
- e. *Fixing of Dates & Times of Council/Committee meetings;*
- f. *Co-option of a Member to serve on the Council;*
- g. *Delegation of Council Functions to Committees, and any other Functions that may be reserved by the Council including those duties indicated in the Standing Committees that will be referred up to Council.*

2. INTRODUCTION

2.1 This document sets out the manner in which Windlesham Parish Council has delegated its powers.

2.2 The legal basis of the delegation conferred by the Document is contained in the following provisions of the Local Government Act 1972:

"S. 101 Arrangements for discharge of function by local authorities

(1) Subject to any express provision contained in this Act or any Act passed after this Act, a local authority may arrange for the discharge of any of their functions:

- (a) by a Committee, a sub-committee or an officer of the authority, or
- (b) by any other local authority

(2) Whereby virtue of this section any functions of a local authority may be discharged by a committee of theirs, then, unless the local authority otherwise direct, the committee arrange for the discharge of any of those functions of a local authority and whereby virtue of this section any functions of a local authority may be discharged by a sub- committee of the authority, then, unless the local authority or the committee otherwise direct, the sub-committee may arrange for the discharge of any of those functions by an officer of the authority.

(4) Any arrangements made by a local authority or committee under this section for the discharge of any functions by a committee, sub- committee, officer or local authority shall not prevent the authority or committee by whom the arrangements are made from exercising those functions.

(5) Two or more local authorities may discharge any of their functions jointly and, where arrangements are in force for them to do so, they may also arrange for the discharge of those functions by a joint committee of theirs or by an officer of one of them and

subsection (2) above shall apply in relation to those functions as it applies in relation to the functions of the individual authorities.

(6) A local authority's functions with respect to issuing a precept for a rate or borrowing money shall be discharged only by the authority."

2.3 It is desirable that in the interests of certainty in decision making and to avoid lengthy discussions in Council meetings, Standing Orders should discourage, so far as is legally possible, action being taken by the Council after the matter has been 'decided' by a Committee, or Sub-committee. If the Council feel, however, that action is necessary then normally it should refer the matter back to the Committee concerned.

2.4 The intention of the delegation scheme is that the Council should act with all reasonable speed. Decisions should be taken at the most suitable level and that officers are given power over the day-to-day administration of the Council.

3. THE 3 VILLAGES COMMITTEES - BAGSHOT/LIGHTWATER/WINDLESHAM (Committees appointed by Full Council)

3.1 Membership of the Committee

- a. The Committee shall comprise of members, co-opted or elected at term or mid-term via a casual vacancy, of the village the committee is named after. i.e. Lightwater members will be members of the Lightwater Committee, Bagshot members will be members of the Bagshot Committee and Windlesham Members will be members of the Windlesham Committee. All other Councillors may act as nominated substitutes.
- b. Subject Matter Experts, whether from within or outside of Council may be invited to attend the meetings in a non-voting capacity.
- c. Any changes in membership of the Committee after the Annual Full Meeting of the Council shall be subject to approval at the next Full Council Meeting.
- d. The quorum of the Committee shall be a third of the Committee or three of its members, whichever is the greatest.
- e. Chairman of the Committee
 - i. The Committee shall elect its own Chairman at the first meeting of the Committee following the Annual Meeting of the Council.
- f. The Committee may elect a Vice-Chairman for the same term of office as the Chairman of the village committee.
- g. Minutes of Committee Meetings
- h. Meeting minutes shall be taken by a member of staff.
- i. The minutes of each meeting of the Committee shall be made available for scrutiny at the next meeting of Full Council.

4. POWERS OF THE COMMITTEE

The Bagshot Committee shall be granted full delegated powers to deal with the following functions of the Council:

- a. Upon renewal of an existing Contract, tendering and procuring Contracts for its area. Full Council, as the legal entity, will sign off all contracts, subject to correct tendering process being followed and demonstration that the Committee can meet the expenditure.
- b. Burial Ground regulations and fees.
- i. The Committee shall ensure that its policies, regulations and fees as outlined in 4b above are reviewed annually.
- ii. *The Committee shall consider and make rulings in respect of complaints or queries regarding regulations and fees as outlined in 4.b above.*
- iii. The Committees shall extend resident-reduced fees to all residents of the parish in perpetuity
 - c. Spending its budget
 - d. Awarding Grants
 - e. Engaging and participating in Community events
 - f. Agree an annual budget to present to Full Council in the October Budget meeting
 - g. By means of a working party review planning applications within the village area and make recommendations to the planning committee or Full Council.
 - h. By means of a working party, make written representations for approval by the planning committee for submission to Planning Appeals or Hearings, if required.
 - i. To receive reports on Planning Decisions if supplied by the relevant planning authority
 - j. To receive and if necessary by means of a working party make recommendations to the planning committee, on the following: (a) Local Plans, (b) County Structure Plans, (c) Local Transport Plan, (d) Planning Strategy Documents/Planning Guidance, (e) Surrey Heath Borough Council Local Plan (Core Strategy Development Plan), etc
 - k. To comment on transportation and highways matters including public footpaths, bus services, traffic orders, traffic calming, street lighting, street cleansing, litter/litter bins, bus shelters, highway maintenance, highway schemes, etc.,
 - l. To receive and if necessary comment on information Reports submitted by the County Councillor for the Ward relating to any matters affecting the Village of Bagshot.
 - m. To receive and if necessary comment on environmental Issues including Air Quality Management Areas, Recycling facilities/initiatives, Monitoring Noise and other traffic pollution concerns, Health & Safety Risk Assessments/Reports,
 - n. Applications for Grant aid falling within the purview of the Committee. Full Council, as the legal entity, will sign off all grant aid applications, subject to the Committee demonstrating it can meet all the obligations required of the grant awarding body
 - o. To authorise, in advance, Members' attendances at Conferences/Seminars or other Meetings falling within the purview of the Committee,
 - p. To contribute to the Full Council's newsletter
 - q. To consider and accept tenders/quotations for works/equipment etc. falling within approved estimates, otherwise, the matter to be referred to Full Council for approval (this is if the cost of a project exceeds the estimate or is greater than the delegated committee's power and providing the village committee has the funds to do so) if a supplementary budget is required.

- r. To incur expenditure on the budgeted and approved estimates for the current financial year on all budget headings that fall solely to that village, up to the respective amounts detailed in such estimates.
- s. To make recommendations to Full Council for any new capital schemes, including estimates for such schemes, for inclusion in the draft budgets for the next financial year and also items for inclusion in the draft revenue budgets.
- t. Decisions by committee that are to be considered by Full Council in order to meet statutory and legal requirements under due diligence and good governance arrangements are solely for endorsement. Council may ask questions and seek clarity but shall not unpick decisions made by committee.
- u. Should Council or Councillors feel that a decision made is not in the best interest of Council, this decision will be able to be called in. (Call in procedure to be linked to standing orders)

5. RESPONSIBILITIES AND AREAS OF OPERATION OF THE COMMITTEE

- a. The Chairman of the Committee or, in the absence of the Chairman, the Vice-Chairman or, should a Vice-Chairman not be elected or present, another member of the Committee shall discuss the Committee's rulings with the public or the press when so required.
- b. The Committee shall ensure that any decisions or rulings which might be considered controversial or may result in adverse publicity for the Council are referred to the Proper Officer of the Council and or the Council as appropriate at the earliest opportunity and by means of extraordinary meetings if need be.
- c. The Committee shall ensure that the Responsible Financial Officer is informed of any decisions or rulings which have financial implications.

6.FINANCES

- a. Subject to 1, 2 and 3 above the Bagshot Committee shall be responsible for managing its budget.
- b. The Committee budget shall be accrued by the precept generated in that village (SHBC base rate calculations apply) and any income generated by the village (if applicable).
- c. All Council wide costs will be shared by the village committees on the percentage basis detailed in appendix A. All village specific expenditure will be met by each village committee as detailed in appendix A.
- d. Subject to Financial Regulations the spending limit of each village committee shall be no more than £15,000 per single item.

May 2024

APPENDIX A

PRECEPT

The Council Precept for the 2024-25 year is £505,201.

Precept by Village with North part of (figures supplied by SHBC)

BAGSHOT: £186,924	This equates to 37% of the value of precept
LIGHTWATER: £186,924	This equates to 37% of the value of precept
WINDLESHAM: £131,353	This equates to 26% of the value of precept

TOP LEVEL COSTS

All top-level (Council-wide) costs will be considered a top level cost and will not be split between the village committees on the percentage basis stated above. Top level costs are the following:

- Staff cost centre 220 – Salaries, Pension, HMRC & Training
- Administration cost centre 225
- Hook Mill Lane Depot cost centre 235
- Allotments cost centre 215
- Council office and chamber cost centre 235
- Bagshot chapel cost centre 235
- High Curley SSSI
- Trees -all expenditure from EMR

ASSET MANAGEMENT

All assets are to be managed by individual village committees apart from Hook Mill Lane depot, Bagshot Chapel, High Curley and the Council Office and Chamber. All income derived from village-based assets (cemeteries income or by the sale of an asset) will be retained by that village committee.

Hook Mill Lane – in the event of the sale of this asset, the proceeds will be split between the villages on the same percentage basis listed above.

Village committees will be responsible for the costs and management of the following assets:

- Bagshot – cemetery, war memorial, School Lane Field, Freemantle Road play area, Jubilee lamp, Bagshot clock, all street furniture owned by WPC in Bagshot
- Lightwater – cemetery, Lightwater pavilion, Lightwater recreation ground and play area, war memorial and all street furniture owned by WPC in Lightwater
- Windlesham – cemetery, war memorial, Windmill Field play area, Kings Lane play area

GREENSPACE CONTRACT BREAKDOWN

Total grass + vegetation in the 3 villages = 55,364m² (figure provided by SHBC contract manager)

Lightwater = 33%

Bagshot = 43%

Windlesham = 24%

These percentages are to be applied to the budgeted cost of the Greenspace contract in any given year.

Please note the greenspace contract does not include the maintenance of Windlesham cemetery. If at any point in the future this were to be added into a wider greenspace contract, this would affect the percentage breakdown listed.

COUNCILLOR COSTS

Councillor costs (allowances, training budget and expenses) will be based on the number of committee seats and costs split according – Bagshot 6/18, Lightwater 7/18 and Windlesham 5/18.

Committee Name	Frequency of meetings
Full Council	x 10 meetings annually
Personnel	Quarterly (as current committee x4)
Planning	2 x per month except December where there will be 1 meeting.
Communications	x 4 Quarterly
Bagshot	x 4 Quarterly
Lightwater	x 4 Quarterly
Windlesham	x 4 Quarterly
TOTAL MEETINGS	53 MEETINGS PER YEAR

This only addresses the number of meetings and not their duration.



Windlesham Parish Council

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MINUTES OF A MEETING OF WINDLESHAM PARISH COUNCIL'S BAGSHOT VILLAGE COMMITTEE

Held on Tuesday 7th May 2024 at 7:00pm at St Annes Church Centre, 45 Church Road, Bagshot

Councillors	
Bakar	P
Du Cann	P
Gordon	P
Hills	P
White	P
Willgoss	P

In attendance: Sarah Wakefield– Assistant Clerk

Cllr Willgoss took the Chair

Cllr Harris- Lightwater Committee Councillor
Cllr Malcaus Cooper- Lightwater Committee Councillor

P - present A – apologies PA – part of meeting - no information

		Action
BVC/23/66	Apologies for Absence No apologies for absence were received.	
BVC/23/67	Declarations of Interest No declarations of interest.	
BVC/23/68	Public question time No public questions.	
BVC/23/69	Exclusion of the press and public There were no exclusions to the press and public.	
BVC/23/70	Committee and Sub-Committee Minutes: The minutes of the Bagshot Village Committee meeting held on the 6th February 2024 were approved and signed by Cllr Willgoss.	Cllr Willgoss

BVC/23/71	<p>Payment lists for approval</p> <p>There were no payments for approval.</p>	
BVC/23/72	<p>Committee Finances</p> <p>The Committee noted the report.</p>	
BVC/23/73	<p>Traffic and Infrastructure</p> <p>a) To discuss traffic calming measures in the village-update</p> <p>Members were presented with e-mails from SCC Highways regarding traffic calming measures in Bagshot Village and were asked to decide if they would like to respond to the e-mail.</p> <p>Members noted the e-mail and confirmed that at the moment, they had no further comments.</p> <p>Members requested that a social media post is published to highlight the committees ongoing work with SCC to address traffic issues in Bagshot village and the A30 and the proposed traffic calming measures.</p> <p>b) Community Speed Watch</p> <p>Members were informed that Cllr Willgoss would like to establish a Community Speed Watch in Bagshot Village and some information on the project was provided.</p> <p>Members unanimously resolved to give delegated authority to the Clerk in conjunction with Cllr Willgoss to set up a Community Speed Watch team and advertise for volunteers via Parish Council social media channels.</p>	<p>Communications Officer</p> <p>Clerk, Cllr Willgoss & Communications Officer</p>
BVC/23/74	<p>Bagshot Phone Box- to discuss the restoration and re purpose of an adopted red phone box.</p> <p>Members were reminded that at the February 2024 committee meeting, it was resolved to commence with the restoration and re purpose of an adopted red phone box. Members were informed that subsequent to making this decision, further costs had been identified.</p> <p>Members were asked to decide if they wished to increase the agreed spend taking into consideration the advised costs, with a contingency to cover any unknown and unforeseen costs.</p> <p>Members unanimously resolved to consult with the public concerning the future of the Red Phone Box and agreed to defer the decision regarding the increased spend until the consultation had concluded, and resident's views about the project were known.</p>	<p>Assistant Clerk & Communications Officer</p>

	Members unanimously agreed to move item 12 up the agenda to be discussed after item 9.	
BVC/23/77	<p>School Lane Field</p> <p>a) To discuss drainage solutions for School Lane Field</p> <p>Members were presented with one estimate for a drainage solution at School Lane Field. Due to the fact the value of the estimate was over £25,000, members were informed a tender process would have to be followed should they wish to proceed.</p> <p>Members also noted and discussed information provided about the grounds use as a main flood defence.</p> <p>Members were asked to decide if they would like to proceed with investigating drainage solutions at School Lane Field and if so, if they would they like to-</p> <p class="list-item-l1">a) Put together a tender, based on an agreed criterion for the drainage works at School Lane Field, agree an upper spend and put forward a recommendation to Full Council for a spend over £15K.</p> <p style="text-align: center;">Or</p> <p class="list-item-l1">b) Take further advice regarding the impact of installing a drainage system at School Lane Field.</p> <p>Cllr Harris attended the meeting to offer some advice regarding the work involved in achieving a drainage solution, and he raised the following points-</p> <ul style="list-style-type: none"> • The quote is comprehensive but does not include the costs involved in removing the material which will arise from digging the drainage trenches. Arisings could be left onsite in mounds. • The logistics of how the machinery and materials are transported onto site should be seriously considered. The entry gates into the car park are too narrow and alternative arrangements with neighbouring landowners may need to be agreed. • Consideration should be made for all areas of drainage to ensure all work is addressed at the same time. • The Environmental Agency should be contacted before any drainage work commences. <p>Members discussed the impact the work may have on the field's flood defences and agreed the Environmental agency should be contacted prior to making any decisions.</p> <p>Members unanimously resolved to defer putting a tender together for a drainage solution at School Lane Field.</p> <p>Members also unanimously resolved to contact the Environmental Agency to seek advice regarding the fields use as a flood defence before making any further decisions.</p>	Assistant Clerk

	<p>b) School Lane Field Pond and surrounding areas</p> <p>Members were asked to decide if they wish to engage with an organisation to seek advice regarding the maintenance of the pond and surrounding area.</p> <p>Members unanimously resolved to engage with Natural England or a similar organisation for advice and if appropriate a maintenance plan for the pond and immediate surrounding areas.</p> <p>Members requested further communication was put out on social media to confirm the litter in the pond had been removed and to also clarify the areas of grass WPC are responsible to cut.</p>	<p>Assistant Clerk</p> <p>Communications Officer</p>
BVC/23/75	<p>Freemantle Playground- to consider an opening event once the new playground has been installed.</p> <p>Members were reminded that due to the wet weather conditions, the installation of the new playground at Freemantle Road had been delayed, but a new start date of 7th May had been confirmed.</p> <p>Members were asked to decide if they wished to agree a new date for the 'Grand Opening' of the playground.</p> <p>Members unanimously resolved to move the date of the 'Grand Opening' of the playground to 29th June between 12pm and 2pm. Members requested that the Chairman of the Parish Council is asked to officially open the playground.</p>	
BVC/23/76	<p>Bagshot Cemetery</p> <p>a) Cemetery Plan</p> <p>Cllr Hills conducted a walk around of the cemetery and presented the following list of recommendations for the committee to review:</p> <ul style="list-style-type: none"> • Remove dead shrubs either side of the chapel. • Remove plastic grass in the entrance to chapel and replace broken floor tiles. • Remove sheet of plywood leaning on a School Lane side wall. • Weed out brambles growing through the Yew tree near Chapel Lane gate. • Clear pathway leading into the chapel gate from School Lane. • Remove Yew bush over a headstone. • Repair additional headstones. • Expand the wildflower area. • Plant trees to soften the view of the Chapel Lane development. • Restore pathways to look clean and tidy or replace with new gravel or loose aggregate. <p>The Assistant Clerk confirmed that the pathway which leads to the gate from School Lane is the responsibility of the residents and that some of the identified areas for improvement would be covered by</p>	<p>Assistant Clerk</p>

	<p>the Council's greenspace contract. The Assistant Clerk confirmed she would arrange to meet the green space team to discuss.</p> <p>Members unanimously resolved to defer proceeding with the recommendations until they had reviewed them during another walk around of the cemetery, of which all Members said they would endeavour to attend.</p> <p>b) Historical Memorials</p> <p>Members were presented with quotes to fix the historical memorials identified for repair.</p> <p>Members were asked to decide if they wished to proceed with one of the quotes, taking into consideration information received regarding the cleaning of historic memorials.</p> <p>Members unanimously resolved to proceed with Quote 1. Members also agreed to request that the memorials were sympathetically restored.</p>	<p>All Committee Members</p>
<p>BVC/23/78</p>	<p>Grants</p> <p>a) Grant Policy</p> <p>Members were asked to review the policy in Appendix A and decide to:</p> <p>Adopt the policy as presented</p> <p>Or</p> <p>Amend and adopt the policy</p> <p>Members unanimously resolved to amend the Grant policy to allow the consideration of more than one application per organisation per year.</p> <p>b) Grant Application</p> <p><u>To consider a grant from Bagshot Society</u></p> <p>The Committee received a grant application from The Bagshot Society requesting £697 to help fund venue hire and publicity of the 'Meet the Councillors' sessions, planting for some of the planters in the village, equipment for litter picking, website costs and flags for street decoration.</p> <p>Members unanimously resolved to award the grant for the above purposes.</p>	
<p>BVC/23/79</p>	<p>Clerks Update</p> <p>The Assistant Clerk updated members on the following items-</p> <ol style="list-style-type: none"> 1) Bagshot Cemetery Wall- due to a tree root unfortunately the repair work on the Bagshot Cemetery wall has stopped, but it is hoped that after work will resume soon following recommendations from a tree surveyor. 	

	2) School Lane Field Pond- the rubbish which has been dumped in the pond will be removed by the greenspace contractor this week.	
BVC/23/80	<p>Correspondence</p> <p>Cllr White read out correspondence from Rev. Andreas Sistig of St Anne's Church, who would like to consult with the Parish Council about ways in which they could work more closely together.</p> <p>All Members expressed an interest in exploring possibilities with the Church.</p>	
BVC/23/81	<p>Exclusion of the press and public - To exclude members of the public, including the press, For consideration of items excluded under S1(2) of the Public Bodies (Admission to Meetings) Act 1960.</p> <p>No exclusions to the press and public.</p>	

There being no further business, the meeting closed at 20:33

Item 9 - Committee Finances- An Income & Expenditure report prepared by the Council's Responsible Financial Officer

**INCOME AND EXPENDITURE REPORT AS AT 18 July 2024
BAGSHOT VILLAGE (Cost centres 300-350)**

The schedule below reflects the Income and Expenditure report for Bagshot Village (extracted from the Windlesham Parish Council Income and Expenditure report) and covers the period to 18 July 24. Reference should be made to the 'Actual Year to Date' column as this reflects total income/expenditure in the period starting 1 April 24 with the 'Current Annual' reflecting the Annual Budget.

Councillors should note that the accounting records for 2024-25 reflect the Top-Level costs separately with the individual village accounts reflecting only those items over which the village has separate control. (Greenspace costs are included despite these being on a central contract as the intention is to re-tender which may result in individual village contracts).

Income

Income for the village is derived from the following sources:

	Actual YTD £	Budget Full Year - £
- Burial fees	0	0
- Precept	97,290	97,290
- Interest received	1,167	3,512
- CIL income (see note below)	0	0

Income is budgeted as an annual total but is received periodically over the year, notably the Precept which is paid in two tranches. The first tranche was received on 1 April 24 and is reflected in the figures above with the second tranche received on 28 June as in 2023. Interest received arises from the balances held on deposit by the Council details of which are received in the early part of the following month.

CIL income is also received periodically but is not budgeted for and is transferred to an EMR as and when received for use within the village. The current balance stands at £295,143 of which £122,500 has been committed to various projects.

Expenditure

Total expenditure for the period 1 April 23 to 30 April 2024 is £58,036 against a total budget of £105,953. Of the total expenditure £24,581 has been offset by transfers from EMRs.

For the period 1 April 24 to 18 July 24 the following points should be noted:

		Actual YTD £	Budget Full Year - £
- 300/4060	Maintenance	11,191	(1) 1,000
- 300/4062	Cemetery maintenance - EMR	0	(2) 25,000
- 310/4165	Greenspace contract	13,544	(3) 46,800
- 330/4500	Councillor allowances and training	3,456	(4) 10,045
- 340/650	Grants	697	(5) 5,000
- 305/4100	Bagshot War Memorial	0	(6) 4,050
- 310/4160	Greenspace contingency	309	(7) 1,000
- 310/4220	Playground repairs and renewal	27,876	(8) 3,400
		57,073	96,295
	Other items	968	13,658
		58,036	109,953

- (1) Maintenance cost at the cemetery includes £10,931 in respect of repairs to the cemetery wall. This amount has been transferred from the Cemeteries EMR (330) - £8,500 and the Bagshot Village reserve (345) - £2,431. (BVC/23/59)
- (2) The Cemetery maintenance – EMR covers an amount agreed during the budget process that would be allocated to a specified EMR to cover future maintenance of the cemetery. No expenditure on this cost element is currently anticipated rather the amount will be transferred to the EMR along with similar amounts for Lightwater and Windlesham.
- (3) The Greenspace contract currently covers the three villages and, as noted above, has been split to reflect the possibility that the contract will be split after the re-tendering process. The budget reflected an increase to cover inflationary pressures and general increases in greenspace costs anticipated (based on the same contract terms) plus an element (£10,000) for employing a procurement consultant. This was discussed at the March Full Council meeting (c/23/217). The revised monthly charge is £3,385.97 with a year to date total of £13,544.
- (4) The budget for Councillors' Allowances is based on the rates in place at the time of the budget. In the February 24 Full Council meeting it was resolved to increase the individual allowance to £1,750pa (C/23/183) from £1,661.40pa. This will lead to an annual cost of £10,500 with any surplus over budget being taken from the general reserve. The current balance represent 4 months payments.
- (5) The grants budget stands at £5,000 with the movements in the year to date shown below:

Reversal of y/e accrual re: Bagshot Playing Field Assoc for grant to maintain the facilities and open space (£957)

Payment of grant to BPFA as noted above (BVC/23/62)	£957
Grant to the Bagshot Society towards venue hire and publicity, planting and misc items	<u>£697</u>
Total	<u>£697</u>

- (6) No expenditure has been incurred in the year to date on the War Memorial but maintenance and repair is planned. It is anticipated that the budget will be spent in the period.
- (7) The cost allocated to the Greenspace contingency covers the replacement of a bin which had previously been vandalized.
- (8) The major cost in the playground repair and renewal is the £26,500 cost of the Freemantle Road playground, £13,500 of which was taken from Bagshot CIL (EMR 380) with the remainder due from SHBC as landowners.

Month No: 4

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
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Bagshot**300 Bagshot Cemetery**

1000 Burial fees	610	0	0	0			0.0%	
Bagshot Cemetery :- Income	610	0	0	0				0
4005 Ashes interment	560	0	0	0			0	0.0%
4050 Rates	204	312	857	545			545	36.4%
4060 Maintenance	3,602	11,191	1,000	(10,191)			(10,191)	1119.1%
4062 Cemetery maintenance - EMR	0	0	25,000	25,000			25,000	0.0%
Bagshot Cemetery :- Indirect Expenditure	4,366	11,502	26,857	15,355	0	15,355	42.8%	10,931
Net Income over Expenditure	(3,756)	(11,502)	(26,857)	(15,355)				
6000 plus Transfer from EMR	2,150	10,931	0	(10,931)				
Movement to/(from) Gen Reserve	(1,606)	(572)	(26,857)	(26,285)				

305 Bagshot Heritage

4060 Maintenance	121	0	0	0			0	0.0%
4100 War Memorial	180	0	4,050	4,050			4,050	0.0%
4105 Bagshot Clock	0	0	500	500			500	0.0%
Bagshot Heritage :- Indirect Expenditure	301	0	4,550	4,550	0	4,550	0.0%	0
Net Expenditure	(301)	0	(4,550)	(4,550)				

310 Bagshot Grounds Maintenance

4160 Greenspace Contingency	(91)	309	1,000	692			692	30.9%
4165 Greenspace Contract	36,233	13,544	46,800	33,256			33,256	28.9%
4185 Planting	1,702	0	1,857	1,857			1,857	0.0%
4190 Christmas Trees	1,815	0	1,953	1,953			1,953	0.0%
4195 Tree Maintenance/Surgery	11,807	0	0	0			0	0.0%
4220 Playground Repairs & Renewal	63,149	27,876	3,400	(24,476)			(24,476)	819.9%
Bagshot Grounds Maintenance :- Indirect Expenditure	114,615	41,729	55,010	13,281	0	13,281	75.9%	13,650
Net Expenditure	(114,615)	(41,729)	(55,010)	(13,281)				

6000 plus Transfer from EMR	63,698	13,650	0	(13,650)
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Movement to/(from) Gen Reserve	(50,917)	(28,079)	(55,010)	(26,931)
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315 Bagshot Allotments

1030 Allotment Fees	653	9	729	720			1.2%	
Bagshot Allotments :- Income	653	9	729	720			1.2%	0

Month No: 4

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4060 Maintenance	292	0	0	0		0	0.0%	
4070 Allotment Refunds	4	0	0	0		0	0.0%	
Bagshot Allotments :- Indirect Expenditure	296	0	0	0	0	0		0
Net Income over Expenditure	357	9	729	720				
<u>320 Bagshot Staffing</u>								
4300 Salaries	33,749	0	0	0		0	0.0%	
4340 Local Government Pension	10,137	0	0	0		0	0.0%	
4345 HMRC Payroll	9,066	0	0	0		0	0.0%	
4350 Training	530	0	0	0		0	0.0%	
Bagshot Staffing :- Indirect Expenditure	53,482	0	0	0	0	0		0
Net Expenditure	(53,482)	0	0	0				
<u>325 Bagshot Administration</u>								
1076 Precept	128,683	97,290	97,290	0			100.0%	
1800 Other Income	56	0	0	0			0.0%	
1900 Interest Received	5,949	1,167	3,512	2,345			33.2%	
1950 CIL Income	152,680	0	0	0			0.0%	
Bagshot Administration :- Income	287,367	98,457	100,802	2,345			97.7%	0
4380 Elections	1,882	0	0	0		0	0.0%	
4400 Legal/HR/Recruitment Costs	1,899	0	0	0		0	0.0%	
4415 Insurance	1,714	0	0	0		0	0.0%	
4420 Finance System	479	0	0	0		0	0.0%	
4425 External Finance Support	157	0	0	0		0	0.0%	
4430 Licences & Subscription	1,505	0	0	0		0	0.0%	
4435 Office Expenses	774	0	0	0		0	0.0%	
4440 ICT Costs	3,499	0	0	0		0	0.0%	
4445 Audit	586	0	0	0		0	0.0%	
4455 Telecoms & Security	641	0	0	0		0	0.0%	
4550 Office Building Costs	141	0	0	0		0	0.0%	
4555 HMLD Building Costs	15	0	0	0		0	0.0%	
4600 Annual Meeting & Civic Costs	895	0	0	0		0	0.0%	
4950 Hall Hire	601	152	1,268	1,116		1,116	12.0%	
Bagshot Administration :- Indirect Expenditure	14,787	152	1,268	1,116	0	1,116	12.0%	0
Net Income over Expenditure	272,580	98,306	99,534	1,228				
6000 plus Transfer from EMR	3,035	0	0	0				
6001 less Transfer to EMR	152,680	0	0	0				
Movement to/(from) Gen Reserve	122,935	98,306	99,534	1,228				

Month No: 4

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
330 Bagshot Councillors								
4500 Cllr Allowances, Training & Ex	10,380	3,456	10,876	7,420		7,420	31.8%	
Bagshot Councillors :- Indirect Expenditure	10,380	3,456	10,876	7,420	0	7,420	31.8%	0
	Net Expenditure	(10,380)	(3,456)	(10,876)	(7,420)			
335 Bagshot Council Buildings								
4060 Maintenance	2,712	0	0	0		0	0.0%	
4525 Bagshot Chapel Building Costs	1,134	37	0	(37)		(37)	0.0%	
4550 Office Building Costs	2,461	0	0	0		0	0.0%	
4555 HMLD Building Costs	2,565	0	0	0		0	0.0%	
Bagshot Council Buildings :- Indirect Expenditure	8,872	37	0	(37)	0	(37)		0
	Net Expenditure	(8,872)	(37)	0	37			
340 Bagshot Grants								
4650 Grants	7,683	697	5,000	4,303		4,303	13.9%	
Bagshot Grants :- Indirect Expenditure	7,683	697	5,000	4,303	0	4,303	13.9%	0
	Net Expenditure	(7,683)	(697)	(5,000)	(4,303)			
350 Bagshot Capital Projects								
4195 Tree Maintenance/Surgery	0	464	0	(464)		(464)	0.0%	
4915 Festive Lights	2,854	0	2,392	2,392		2,392	0.0%	
Bagshot Capital Projects :- Indirect Expenditure	2,854	464	2,392	1,928	0	1,928	19.4%	0
	Net Expenditure	(2,854)	(464)	(2,392)	(1,928)			
355 Windlesham Field of Remembrance								
1040 Field of Remembrance Income	391	0	0	0			0.0%	
Windlesham Field of Remembrance :- Income	391	0	0	0				0
	Net Income	391	0	0	0			
	Bagshot :- Income	289,021	98,466	101,531	3,065		97.0%	
	Expenditure	217,636	58,036	105,953	47,917	0	47,917	54.8%
	Net Income over Expenditure	71,386	40,430	(4,422)	(44,852)			
	plus Transfer from EMR	68,883	24,581	0	(24,581)			
	less Transfer to EMR	152,680	0	0	0			
	Movement to/(from) Gen Reserve	(12,412)	65,011	(4,422)	(69,433)			

Detailed Income & Expenditure by Budget Heading 01/07/2024

Month No: 4

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Income	289,021	98,466	101,531	3,065			97.0%	
Expenditure	217,636	58,036	105,953	47,917	0	47,917	54.8%	
Net Income over Expenditure	71,386	40,430	(4,422)	(44,852)				
plus Transfer from EMR	68,883	24,581	0	(24,581)				
less Transfer to EMR	152,680	0	0	0				
Movement to/(from) Gen Reserve	(12,412)	65,011	(4,422)	(69,433)				

Item 10- Traffic and Infrastructure

a) Traffic calming measures in Bagshot Village

In November 2023, it was confirmed that funding had been awarded for a traffic scheme on Guildford Road in Bagshot. Members resolved to contribute an additional £50,000 from the Bagshot CIL (on top of the £50,000 already committed) to fund the installation of a raised crossing at the existing zebra crossing on Bagshot High Street.

Members have received the plans drafted by Highways for the traffic calming measures and the 7.5-ton restriction. A meeting with a Highways Engineer is scheduled for July 31st, during which members will conduct a walk-around to discuss the plans in detail.

Members have been asked if they would consider allocating additional funds to continue the process of improving the pavements in the High Street to the standard of that outside the Bus stop or Roka. To date, no specific areas or cost estimates have been confirmed.

Members are asked to decide if they would like to request more information and cost estimates in order to make an informed decision about allocating additional funds from the Bagshot CIL for pavement improvement works.

b) To discuss community speed watch in Bagshot Village

At the May 2024 Committee meeting members unanimously resolved to give delegated authority to the Clerk in conjunction with Cllr Willgoss to set up a Community Speed Watch team and advertise for volunteers via Parish Council social media channels.

Following this, the Communications Officer advertised for volunteers via the Council's social media channels to participate in the scheme. Despite these efforts, only four volunteers have expressed an interest in getting involved.

Information provided by the Police indicates that there should be a minimum of six volunteers, each willing to contribute a minimum of one hour per week.

Members are asked to decide how they wish to proceed.

Item 11- Bagshot Phone Box- to discuss the restoration and re purpose of an adopted red phone box

Background

At the February 2024 meeting, members unanimously resolved to renovate the red phone box on Church Road to a professional standard. This renovation was intended to house an AED Defibrillator. Funds were raised by a Bagshot resident to purchase the AED.

Subsequently, the chosen company clarified additional costs, bringing the total renovation expense to approximately £6,500. Due to the increased cost, at the May 2024 meeting, members unanimously resolved to consult with the public regarding the future of the red phone box. They agreed to defer any decision on the increased expenditure until the consultation had concluded and residents' views on the project were known.

Since concluding the meeting, conversations have been had with St Anne's Church, who have indicated they would be amenable to housing the AED on the side of the Church Centre should the current renovation plans for the phone box cease.

As agreed, the Communications officer put together the requested consultation, but its publication has been put on hold so it can be reviewed further at the meeting.

Church Road, Bagshot - Red Phone Box Renovation

Windlesham Parish Council adopted the red phone box on Church Road, Bagshot (on the Vicarage Road Junction), several years ago, and the Bagshot Committee is now planning to renovate it.

WPC is investigating the opportunity of professionally refurbishing the phone box to house an automated external defibrillator (AED).
This could cost in the region of £7000-£8000.

We would like to reach out to the public for their opinions on this potential improvement. Please feel free to share your comments or ideas.

Thank you
WPC

1. Would you like to see the phone box renovated to house an AED?

- Yes
- No
- Investigate other nearby locations

2. Comments

Members are asked to decide-

- 1) Would they like to proceed with the consultation, and if so, are they happy with the survey as outlined above?**

OR

- 2) **Would they prefer to formally investigate if the Church would permit the installation of the AED on the outside of the Church Centre?**
- 3) **If it is decided that the Red Phone Box is not renovated to house the AED, members are asked to consider alternative ideas for its future use.**

Item 12- Bagshot Cemetery- to discuss a plan for the cemetery

It was reported at the May 2024 meeting that Cllr Hills had conducted a walk around of the cemetery and presented the following list of recommendations for the committee to review:

- Remove dead shrubs either side of the chapel.
- Remove plastic grass in the entrance to chapel and replace broken floor tiles.
- Remove sheet of plywood leaning on a School Lane side wall.
- Weed out brambles growing through the Yew tree near Chapel Lane gate.
- Clear pathway leading into the chapel gate from School Lane.
- Remove Yew bush over a headstone.
- Repair additional headstones.
- Expand the wildflower area.
- Plant trees to soften the view of the Chapel Lane development.
- Restore pathways to look clean and tidy or replace with new gravel or loose aggregate.

The Assistant Clerk confirmed that the pathway which leads to the gate from School Lane is the responsibility of the residents and that some of the identified areas for improvement would be covered by the Council's greenspace contract.

At the meeting, members unanimously resolved to defer proceeding with the recommendations until they had reviewed them during another walk around of the cemetery, of which all Members said they would endeavour to attend.

Members are asked to provide any recommendations from their walk around of the cemetery and if they would like to proceed with seeking quotes for any work identified.

Item 13 a) School Lane Field Drainage

Background:

Due to the historical flooding of School Lane Field, members requested that quotes for drainage solutions for the field are sought.

At the May committee meeting, members reviewed an estimate for a drainage solution (document A) at School Lane Field which included:

- Drainage installed at 5 meter spacings across the surface of the field.
- Installation of main and lateral drainage.
- Network of pipes to a suitable outfall.

Members were advised that as the estimate was over £25,000 a tender process would have to be followed should they wish to proceed.

Cllr Harris attended the meeting and offered the following advice in relation to the proposed works:

- The quote is comprehensive but does not include the costs involved in removing the material which will arise from digging the drainage trenches. Arisings could be left onsite in mounds.
- The logistics of how the machinery and materials are transported onto site should be seriously considered. The entry gates into the car park are too narrow and alternative arrangements with neighbouring landowners may need to be agreed.
- Consideration should be made for all areas of drainage to ensure all work is addressed at the same time.
- The Environmental Agency should be contacted before any drainage work commences.

Past Resolution:

At the May meeting, members unanimously resolved to defer putting a tender together for a drainage solution at School Lane Field and also agreed to contact the Environmental Agency to seek advice regarding the fields use as a flood defence before making any further decisions.

Correspondence:

The Assistant Clerk wrote to the Environment Agency for advice and received the following reply:

Environment Agency:

I am sorry for the delay in getting back to you, I was just checking with my colleagues in the Assets Performance team to see if any Environment Agency assets were situated in this location.

They have checked their system, and we don't have any assets located in this vicinity. Perhaps the bunds at the site are privately owned or managed by the local authority?

School Lane Field is outside of the floodplain and also away from any statutory main rivers so we wouldn't be able to regulate this from a flood risk activity permitting perspective. You can check the location of main rivers, which the Environment Agency regulate, by clicking on this link: [Check the location of main rivers](#).

There may be ordinary watercourses in closer proximity to your site and these are regulated by your Lead Local Flood Authority, Surrey County Council. It would be worth contacting them to see if you need any form of consent for your proposals.

However, if the drains that you are proposing were installed to an outfall which was going into the main river then we would need to regulate this.

Following on from the Environment Agencies recommendation, the Lead Local Flood Authority, Surrey County Council was contacted, and the following reply was received:

Surrey County Council:

Our advice can be obtained under either of the following two pre-application advice services offered:-

1. Surface water drainage proposals should meet the requirements set out in our free detailed SuDS design guidance: [signature banner link below](#).
2. For advice beyond that available under '1', we offer a chargeable service and you can find further information about the levels of chargeable advice offered on our website: <https://www.surreycc.gov.uk/community/emergency-planning-and-community-safety/flooding/more-about-flooding/suds-drainage>. If proceeding with chargeable advice is preferred, please let us know what level of advice is required and we will arrange for an invoice to be issued and assign the site to a case officer.

Flood & Climate Resilience Officer

for the Flood Risk, Planning and Consenting Team

Surrey County Council

After further investigation, it seems the Sustainable Drainage System (SuDS) Guidance is required on all major planning applications, which is not applicable in this case.

Surrey Heath Borough Council:

A drainage engineer at Surrey Heath Borough Council has been contacted for guidance regarding the proposed work, including advice on the documented flood defences (bunds) and any necessary approvals that may be required. He has responded to confirm that the types of works proposed should not cause any issues but has suggested that he reviews the plans. The Assistant Clerk will meet on site with the engineer this week, and his recommendations will be communicated at the Committee meeting.

Members are asked to decide, based on the advice, if they wish to proceed with tendering for a drainage solution at School Lane Field.

If so,

Members are asked to decide if they wish to delegate authority to the Clerk in conjunction with the Chair and Vice-chair to finalise a scope of work and asked how they wish to fund the project.

Mrs S Wakefield
Assistant Clerk
Windlesham Parish Council
The Council Offices
The Avenue
Lightwater
Surrey
GU18 5RG

Our Ref: AS029/2024

29th April 2024

Dear Sarah

Re: Windlesham Parish Council - Proposed Field Pitch Primary Drainage Works Est 90m x 75m

Further to our recent discussion it is with pleasure that we submit our budget prices for the proposed works to the Playing Field at Bagshot on an estimated area of 90m x 75m.

The drainage will be installed at 5 meter spacings across the natural slope of the playing surface. Laterals will be connected into a new 100mm main using proprietary plastic junctions, to a suitable outfall.

The scope of the proposed works includes for the installation of main and lateral drainage within the recognised areas of the playing surface.

The purpose of this primary scheme shall be to collect water moving naturally through the soil, transporting it through a network of pipes to a suitable outfall. Clearly the underlying soil is impermeable and therefore water movement may be slow. It is common to assist water movement through the soil by the installation of secondary drainage schemes at present none of which has been asked for or priced.

It should also be noted that settlement may occur over the drain lines over time. This is not considered to be a defect the phenomena is explained thoroughly within guidelines produced by The Land Drainage Contractors Association.

The measurements for this estimate have been generated from a scaled drawing over an aerial image from Google Maps of the playing surface. Final measurements on site will be adjusted accordingly.

Please find our budget estimate below.

We do hope that the above is of interest, and we look forward to hearing from you. If you wish to proceed with the work a written confirmation is required and deposit.

Yours sincerely

[Redacted]

[Redacted]

[Redacted]

Preliminaries

1.0 Transport of machinery and equipment to and from site. Locate and protect existing services.

2.0 100 mm Diameter Perforated Main Drain

Trenches shall be excavated utilising a wheel trencher or excavator fitted with a laser-levelling device, to a depth of approximately 700mm. Excavated soil shall be loaded directly onto transport to avoid contamination of the playing surface and hauled to an agreed tipping area on site. Pipe shall be laid on a formed trench bed to minimum falls in accordance with manufacturer's recommendations. 2/6mm stone shall be placed over the pipe and the trench filled to within 150mm of the surface. The trench will then be compacted & filled to the surface with an approved sand.

3.0 80mm Diameter Perforated Main Drain

Trenches shall be excavated utilising a chain or wheeled trencher, fitted with a laser-levelling device, to a depth of approximately 600mm. Excavated soil shall be loaded directly onto transport to avoid contamination of the playing surface and hauled to an agreed tipping area on site. Pipe shall be laid on a formed trench bed to minimum falls in accordance with manufacturer's recommendations. 2/6mm stone shall be placed over the pipe and the trench filled to within 150mm of the surface. The trench will then be compacted & filled to the surface with an approved sand.

4.0 Outfall Headwall

Excavate for and install a precast GRC headwall complete with rigid pipework and tidal flap. Backfill around the headwall to make good on completion.

5.0 Proprietary Junctions

Excavate for and locate the new or existing mains pipework. Fit a proprietary plastic junction or coupling as appropriate in preparation for the connection of each new sub-main or lateral drain. Backfill upon completion.

6.0 Silt Trap Inspection Chamber

An inspection chamber will be excavated for and installed at the junction of main drains where required. The chamber will be formed on a circular concrete slab with a 600 mm Ø twin wall pipe riser and galvanised steel locking lid at surface level. The chamber will be formed 300 mm deeper than the outlet invert to provide the silt trap and pipe entries will be solid twin wall pipe cut and sealed into the chamber.

7.0 Power Cable Crossings

Power cable crossings if applicable will be charged at £100.00 per crossing.

Locate and mark route of power cable if applicable, stop short with trenching machine dig under cable by hand using mini digger to dig a start the other side of cable re connect drainage pipe proceeding with the drainage insulation.

8.0 Proposed & As Built Drawing

A surveyor will visit site at the beginning to set out works using GPS equipment and a return visit will be needed to record the as built drainage plans. If the work is carried out in phases an additional charge for surveying will be incurred.

Proposed Pitch Drainage Works - Budget Estimate

100mm Lateral Diameter Perforated Drain

Trenches shall be excavated utilising a continuous wheel trencher fitted with a laser levelling device at 135mm wide to an average depth of 700mm. Excavated soil shall be loaded directly on to transport to avoid contamination of the playing surface and hauled to an agreed tipping area on site within 200 metres of the excavation. The pipe shall be laid on a formed trench bed to minimum falls in accordance with manufacturer's recommendations. 2/6mm stone shall be placed over the pipe and the trench filled to within 150mm of the surface, approved silica sand to make up the trench line to ground level and compacted. No Allowance has been included to return to top up drain runs this will be the schools responsibility

80 estimated linear metres @ £25.50 per linear metre £2,040.00

80mm Lateral Diameter Perforated Drain

Trenches shall be excavated utilising a continuous wheel trencher fitted with a laser levelling device at 135mm wide to an average depth of 600mm. Excavated soil shall be loaded directly on to transport to avoid contamination of the playing surface and hauled to an agreed tipping area on site within 200 metres of the excavation. The pipe shall be laid on a formed trench bed to minimum falls in accordance with manufacturer's recommendations. 2/6mm stone shall be placed over the pipe and the trench filled to within 150mm of the surface, silica sand to make up the trench line to ground level and compacted. No Allowance has been included to return to top up drain runs this will be the school's responsibility

1380 estimated linear metres @ £23.50 per linear metre including junctions £32,430.00

Inspection Chamber

Excavate for and install one new inspection chamber. The chamber shall be twin wall with internal dimensions of 600mm x 900mm. The base is concrete and the lid is galvanised and lockable £720.00

Headwall

To supply and install a GRC small Headwall for the drainage outlet in to a suitable ditch £190.00

Preliminaries

Transport of machinery, labour and equipment to and from site, location and protection of existing services and any extra signage that may be needed £3,300.00

Accommodation £2,100.00

To produce a detailed topographic survey and an as built plan £650.00

Total £41,430.00

Removal of Soil

No allowance has been included to seed or shape the spoil heap.

No allowance has been made to remove the spoil all drainage spoil will be left on site under the instruction of the client.

No irrigation has been included in the price or supplied this would be down to the club to keep watered when and if needed.

Notes

Final costs to be in accordance with final measurements and materials used.

The above prices are based on costs prevailing at the date of this estimate and are subject to any subsequent increase in costs.

The above prices do not include V.A.T.

Our prices are open for acceptance within 8 weeks of date of estimate.

This estimate is subject to the attached Conditions of Supply.

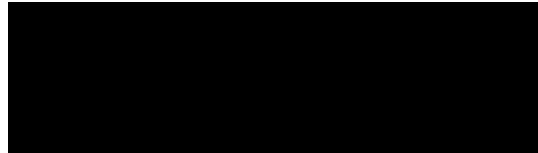
TERMS AND CONDITIONS OF PROPOSED SCOPE OF WORKS

Attention is drawn to the following which should be read in conjunction with the proposed scope of works, which has been prepared for the exclusive use of the Client for the specified purpose described.

1. [REDACTED] are a contracting organisation and do not purport to be specialist sport turf agronomists or soil scientists.
2. The proposed scope of works has been prepared without any form of detailed site specific agronomic or soil sampling analysis. Should the need for detailed site specific agronomic and / or soil sampling analysis be considered necessary by the Client, [REDACTED] will engage a suitably qualified and experienced consultancy to undertake this work which would incur an additional cost to the client.
3. The recommendations made in the proposed scope of works are based upon the information obtained during the visual appraisal undertaken into the identified areas. Conditions not revealed by the visual appraisal may exist during other times of the year, or there may be special conditions appertaining to the site caused by historical patterns of use or maintenance, for which no responsibility can be taken.
4. The proposed scope of works is based upon visual recording and examination. No soil or structural integrity testing has undertaken.
5. It should be noted that ground water levels are subject to seasonal variations, local drainage changes, and abnormal climatic conditions, which may also affect the engineering and permeability characteristics of the ground, and the subsequent performance of the site following the undertaking of the proposed scope of works.
6. The proposed scope of works is prepared on the basis of bona fide, and is limited to the provision of a proposed scope of works which may reasonably deal with the conditions revealed by the visual appraisal. No responsibility can be taken for conditions not evident at the time the proposed scope of works has been prepared.
7. The whole of the proposed scope of works is copyright, and [REDACTED] do not accept any liability for information provided or made available to any third party, without prior written permission.

Qualifications:

- Unless clearly outlined above, we make no allowance for site security. Where sites need require more than just the excavation to be fenced off, we reserve the right to charge additionally for any which may be required.
- Unless specifically stated, we make no allowance to load and haul off site any muck away, which is generated as part of the works. Any loading and hauling off site or hauling, tipping or shaping on site will be chargeable.
- The above estimate is subject to confirmation of buried and above ground utilities.
- [REDACTED] accept no responsibility should flooding occur as a direct or indirect result of the above works. We recommend in all cases that a structural engineer is employed to oversee and sign off the above design prior to works being undertaken. Any costs associated with the employment of a structural engineer will be at the cost of the client.
- Unless specified, [REDACTED] has not applied for, nor is responsible for any Drainage Consent that may or may not be required. This is the responsibility of the client or owner of the works.



CONDITIONS OF SUPPLY



1 Interpretation

1.1 In these Conditions: -

“Customer” means the person named in the Estimate for whom the Company has agreed to provide the Specified Service in accordance with these Conditions (which expressions shall include the Customer’s authorised agent).

“Contract” means the contract for the provision of the Specified Service.

“Estimate” means the estimate to which these Conditions are attached.

“Specified Service” means the service to be provided by the Company for the Customer as detailed in the Estimate.

“Company” means M J Abbott Limited.

“Company’s Charges” means the charges specified in the Estimate.

“Additional Charges” means any additional charges made on a time and materials basis at the Company’s current standard rates at the time of performance.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Supply of Specified Service

2.1 The Company shall provide the Specified Service to the Customer subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Company and the Customer.

2.2 The customer shall at its own expense supply the Company with all necessary information relating to the Specified Service within sufficient time to enable the Company to provide the Specified Service in accordance with the Contract. The Customer shall ensure the accuracy of all such information.

2.3 The Company may at any time without notifying the Customer make any changes to the Specified Service which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Specified Service.

3 Charges

3.1 Subject to any special terms agreed, the Customer shall pay the Company’s Charges and any Additional Charges which are agreed between the Company and the Customer for the provision of the Specified Service or which, in the Company’s sole discretion, are required as a result of the Customer’s instructions or lack of instructions, the inaccuracy of any information provided by the Customer or any other cause attributable to the Customer. In particular Additional Charges will apply if the Company encounters ground conditions necessitating extra work which have not been notified to the Company by the Customer.

3.2 All charges quoted to the Customer for the provision of the Specified Service are exclusive of any value added tax, for which the Customer shall be additionally liable at the applicable rate from time to time.

3.3 The Company shall be entitled to invoice the Customer as specified in the Estimate.

3.4 Unless otherwise specified in the Estimate the Standard Charges and any Additional Charges payable shall be paid by the Customer (together with any applicable value added tax and without any set-off or other deduction) within 30 days of the Company’s invoice.

3.5 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights it may have, to cease the supply of any further services to the Customer and to charge interest on the outstanding amount (both before and after any judgement) at the rate of 2% above the base rate from time to time of National Westminster Bank plc from the due date until the outstanding amount is paid in full.

4 Warranties and Liability

4.1 The Company warrants to the Customer that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Estimate and at the times referred to therein.

4.2 Where the Company supplies, in connection with the provision of the Specified Service, any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise but shall, where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to the Company.

4.3 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate or illegible or arising from their late arrival or non-arrival, or any other fault of the Customer and in particular the Customer shall indemnify and keep indemnified the Company in respect of any damage to electricity cables, water or gas pipes, drains, sewers or any other underground services the existence and location of which has not been notified to the Company provided that it has made reasonable enquiries of the Customer and, where appropriate, the relevant utility company.

4.4 Except in respect of death or personal injury, or as expressly provided in these Conditions, the Company shall not be liable to the Customer for any loss, damage or expense arising directly or indirectly out of or in connection with the Specified Service unless the same is caused by the Company’s negligence and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company’s Charges for the provision of the Specified Service.

4.5 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Company’s obligations in relation to the Specified Service if the delay or failure was due to the Customer’s fault or any other cause beyond the Company’s reasonable control.

5 Special Circumstances

5.1 Where the Specified Service includes well drilling the following conditions shall apply: -

(a) The Company does not guarantee to find water, in any quantity or at all.

(b) The Company shall obtain expert advice on the presence of aquifers and shall provide such advice to the Customer but shall not be liable to the Customer in respect thereof.

(c) The Company does not guarantee the quality of any water found.

(d) The Company does not guarantee to drill or install lining tube to any particular depth. If conditions require a reduction in the diameter of the well the Company will endeavour to continue drilling in the next size practicable but will not be liable if drilling is impossible.

(e) Where required by the Company the Customer will provide water for drilling at no charge to the Company.

(f) The Company will not remove slurry from drilling operations from the site unless agreed with the Customer in which case Additional Charges will apply.

(g) The Company will cooperate with the Customer to obtain an abstraction licence on completion of a well but makes no guarantee that such licence will be granted.

5.2 Where the Specified Service includes the digging of pits and trenches, the following conditions will apply: -

(a) The Company will not be liable for any flooding which may occur, whether for geological or meteorological reasons, during or after construction.

(b) If the Company is required to pump out flood water or make good any damage caused by such flooding, its Additional Charges will apply.

(c) If obstacles are encountered during the performance of the Specified Service which require the use of a compressor the Additional Charges will apply.

(d) If ground conditions are different to those reasonably envisaged by the Company, the Company reserves the right to impose Additional Charges for any additional work which may result therefrom.

5.3 When pipes are laid by mole plough the Company will use its reasonable efforts to maintain the depth and route stated in the Estimate. The Company will not be liable for any deviation from the depth or intended route where the same results from weather conditions, obstruction or ground conditions of which it was reasonably unaware.

6 General

These Conditions (together with the terms, if any, set out in the Estimate) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

6.2 English law shall apply to the Contract.

Item 13- School Lane Field

b) School Lane Field Pond and surrounding area

At the May committee meeting, members resolved to engage with Natural England or similar organisations for advice and if appropriate seek a maintenance plan for the pond and immediate surrounding areas.

Organisations contacted:

Natural England, Froglife, Surrey Wildlife Trust and Amphibian and reptile conservation were contacted for advice.

Natural England communicated that in terms of providing support for ponds they are limited and suggested contacting an ecological organisation like the Surrey Wildlife Trust or Froglife. One organisation did not respond and the other two provided quotes for their services.

Quote 1:

This organisation confirmed they provide a pond advisory and restoration service. In the first instance they would provide a site visit at a cost of £250 plus VAT and draw up recommendations along with a quote for any works. The fee goes directly to the charity and deducted from the final invoice if works were undertaken.

They were sent videos of the pond and commented as follows:

It does look like from the videos that the pond does have quite a lot of tree cover that no doubt is contributing to the silt build up with the amount of leaf litter being deposited each year. When the pond is dredged every other year which is a lot more often than most ponds are cared for in my experience, what happens to the silt? Is there an area on site where it is deposited or is it removed off site?

Quote 2:

This organisation have provided a quote which covers a site visit and advice provided by their Wetland Officer. The quote is attached (document B) for review.

Decision:

Members are asked to decide if they would like to proceed with a site visit from one of the organisations and if so to confirm which one and decide how they wish to fund it.

Sarah Wakefield
Windlesham Parish Council

Dear Sarah,

RE : Nature Based Solutions Services

Site address: Pond in Windlesham

Thank you for inviting the Nature Based Solutions team to provide a quotation to undertake the following for the above address.

Initial meeting and site visit by our Wetland Officer, plus report

- Travel to site.
- Site visit to assess the pond and discuss management recommendations.
- A report which will include the following:
 - Desk Study which covers relevant designations for the area,
 - Report of site visit and recommendations,
 - An outline of potential next steps.

Costs breakdown

Item description

Initial meeting and site visit by Wetland Officer (0.5 days including travel)	£172.50
Report (1 day)	£345.00

Total cost (GBP): £517.50 excluding VAT

Quote acceptance and invoicing

Should you wish to accept our quotation, please can you provide us with a written confirmation by completing the Quote Approval Letter also attached.

We will invoice the project within 30 days of completion of the report.

Yours sincerely,
NBS Officer

Definitions

- Consultant: Nature Based Solutions team which is the party providing the services set out in this quotation
- Client: The party which accepts this quotation for the services

Services

The services are detailed in the scope of work above.

Any additional services not included in the scope of work detailed above, including but not limited to the items below will be the subject of a separate fee proposal:

- Further surveys to determine presence/likely absence of protected species or species of conservation concern.
- Mitigation licences and surveys to inform mitigation plans
- Additional meetings not specified in the scope of work.

This quotation is valid for 90 days from the date of issue.

Fees and expenses

The fees payable for the Services will be as agreed in writing between the Client and us. We will invoice the work as details in the quotation above, and these will be payable within 30 days of the invoice.

We will be entitled to interest on overdue accounts at the statutory rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, from the due date until payment is received by us.

Fees are quoted exclusive of VAT. If applicable, this will be added to each invoice and payable by the Client.

The charge for desk study mapping (if relevant) is for staff time only and not for the data sets supplied. If required, additional data can be supplied separately and under a different agreement. This may incur additional costs.

We have provided a day rate, inclusive of expenses and exclusive of VAT. We have assumed that working hours on site are 7 hours. Any additional hours will be charged at the day rate provided.

Standard of Care

We will also use reasonable endeavours to adhere to the programmes (if any) agreed with the Client for the provision of the Services, but no time periods are guaranteed and the Consultant will not be responsible for any delay which is due to reasons attributable to the Client or otherwise beyond our control.

Intellectual property

Copyright in all drawings, reports, documents and computer-generated data prepared by the Consultant will remain the property of the Consultant. Subject to the Client paying all fees and expenses which are due, the Client will have a licence to copy and use those documents and data for any purpose related to the project for which the Services are provided, but not for any

other purpose. Land App spatial data is shared with Surrey County Council to monitor the success of biodiversity and habitat enhancements within the county.

Personnel

We will designate an individual to act as the principal representative of SNBS in dealings with the Client concerning the Services. We reserve the right to change that individual but will not do so without good reason and will inform the Client of any such change.

Liability and insurance

We hold the necessary insurances, including £20 million for employer's liability, £10 million for public liability and £5 million for professional indemnity.

The Consultant maintains professional indemnity insurance and will use its reasonable endeavours to maintain such insurance for so long as it has any liability under the Appointment. The Consultant will have no liability to the Client whether in contract or in tort except to the extent that such liability is covered by its professional indemnity insurance and the Consultant shall, in any event, have no liability to the Client for any indirect or consequential loss suffered by the Client including, but not limited to, loss of profits.

Health and Safety

Health and safety is of utmost importance to NBS. We kindly request that you notify us of any key health and safety issues that have been identified for the site ahead of our visit. Our surveyors will undertake a dynamic risk assessment prior to undertaking the survey. If we identify unacceptable risks we will need to reschedule the survey to a time when the hazard can be appropriately controlled.

Termination

The Consultant may terminate this agreement to provide the Services at any time by giving notice to the Client if the Client commits a material breach of any of the terms agreed between them which is not remedied within 14 days. Failure to pay fees and expenses on the due date will constitute a material breach.

The Client may terminate this agreement to provide the Services by notice to the Consultant if the Consultant commits a material breach of any of the terms agreed between them and fails to take steps to remedy the breach within 14 days of notice requiring it to do so from the Client.

Upon termination the Client will pay the Consultant all fees and expenses due up to the termination date. In the event of termination by the Consultant, the Client will in addition be liable to pay the Consultant an appropriate amount of compensation for the Consultant's loss of anticipated profit.

The Client may terminate this agreement to provide the Services up to 48 hours before the agreed commencement date of the services at no cost except where equipment, materials or other expenses have been incurred by the Consultant, in which case the Client will reimburse the Consultant for the cost incurred.

Termination will not prejudice the accrued rights and liabilities of the parties.

Assignment and sub-contracting

Neither party will assign its obligations without the consent of the other.

The Consultant may subcontract any of the Services using appropriately qualified subcontractors. The Consultant will not be relieved of any of its liabilities to the Client in the event of any subcontracting.

Law and jurisdiction

The agreement between the parties is governed by English law.

Any disputes which cannot be resolved amicably will be resolved by the courts of England and Wales.

Each party will give serious consideration to a request by the other that any dispute should be referred to mediation.

We have a duty to act in the public interest subject to legal constraints by taking all reasonable measures prevent the commission of wildlife crime by others and support enforcement agencies in their roles to investigate, prosecute and/or secure remediation of the effects of wildlife crime, in either case whether through reporting wildlife crime/suspected wildlife crime or otherwise.

Data provision to the local records centre

In line with best practice guidelines, any species records resulting from this project will be passed to the relevant Biological Records Centre. By agreeing to this work, you also agree for us to provide the data to the local records centre without specific instruction. Information provided include, address, grid reference and species recorded.